ISEC MYANMAR

COMPANY LIMITED

INVESTMENT PROPOSAL

INTERNATIONAL SPECIALIST EYE CENTRE

ISEC MYANMAR CO., LTD.

Building No.(16), #3-01, 3rd floor, Myanmar ICT park,
Universities's Hlaing Township,Yangon, Myanmar
Tel: +951230325 ~ 28, Fax: +951 654870

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

ရက်စွဲ။ ။၂၀၁၈ခုနှစ် [illegible] (၁၉)ရက်

အကြောင်းအရာ။ ။မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ အဆိုပြုချက်တင်ပြခြင်း။

(၁) အထက်အကြောင်းအရာပါကိစ္စနှင့်ပတ်သတ်၍ ကျွန်တော်များ ISEC Myanmar Company Limited သည် စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာနလက်အောက်ရှိ ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှုဦးစီးဌာနတွင် ကုမ္ပဏီ မှတ်ပုံတင်အမှတ် (100097516) ဖြင့် မှတ်ပုံတင်ဖွဲ့စည်းခဲ့ပြီးဖြစ်ပါသည်။ ISEC Myanmar Company Limited သည် အဆောက်အအုံအမှတ် (ဘီ)၊ အလွှာ (၁) မှ (၅) အထိ၊ မင်းရဲကျော်စွာ စီးပွားရေးအဆောက်အအုံစီမံကိန်းအိမ်ရာ ၊ ပြည်လမ်း၊လမ်းမတော်မြို့နယ်၊ ရန်ကုန်မြို့တွင် နိုင်ငံတကာ အဆင့်မီမျက်စိအထူးကုစင်တာလုပ်ငန်းကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ဥပဒေနှင့်အညီ လုပ်ကိုင် ဆောင်ရွက်လိုပါသဖြင့် မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ ရင်းနှီးမြှုပ်နှံမှုအဆိုပြုလွှာနှင့် လိုအပ်သော အထောက် အထား စာရွက်စာတမ်းများပေးပို့ တင်ပြ အပ်ပါသည်။

(၂) အဆိုပြုချက်နှင့် ပူးတွဲပါ စာရွက်စာတမ်းများကို စိစစ်အတည်ပြုပြီး မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့် အညီ ခွင့်ပြုမိန့် ထုတ်ပေးပါရန် လေးစားစွာဖြင့် မေတ္တာရပ်ခံ တင်ပြအပ်ပါသည်။

ISEC Myanmar Company Limited
No.......
Date.......

ဒေါ်ခင်အိအိ

ဒါရိုက်တာ

ISEC Myanmar Company Limited

ပုံစံ (၄ က)

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်းရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ရန် ရင်းနှီးမြှုပ်နှံသူ၏အတည်ပြုလျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ် ၊ MIC/ISEC/2018/01
ရက်စွဲ၊ ၂၀၁၈ ခုနှစ်၊ စက်တင်ဘာလ (၁၉) ရက်

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ၃၇နှင့်အညီ အောက်ဖော်ပြပါ အချက်များအား ဖြည့်စွက်၍ အတည်ပြုလျှောက်ထားလွှာကို တင်ပြလျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏

(က) အမည် -ISEC Myanmar Co., Ltd

(ခ) ကုမ္ပဏီမှတ်ပုံတင်အမှတ်သို့မဟုတ်ရင်းနှီးမြှုပ်နှံသူ၏ နိုင်ငံသားစီစစ်ရေးကဒ်အမှတ်/ နိုင်ငံကူးလက်မှတ်အမှတ် -100097516

(ဂ) နိုင်ငံသား

(ဃ) နေရပ်လိပ်စာ/ မှတ်ပုံတင်ထားသည့်ကုမ္ပဏီလိပ်စာ - အဆောက်အအုံ အမှတ် ၁၆၊ # ၃-၀၁၊ အမ်အိုင်စီတီ ပက်ခ်၊ လှိုင်တက္ကသိုလ်နယ်မြေ၊ လှိုင်မြို့နယ်၊ ရန်ကုန်မြို့။

(င) တယ်လီဖုန်း/ ဖက်စ်/ အီးမေးလ်လိပ်စာ - +၉၅ ၁-၂၃၀၅၃၂၅~၂၈/ +၉၅ ၁-၆၅၄၈၇၀ khineiei@globalnetmm.com

(စ) လုပ်ငန်းအမျိုးအစား(အသေးစိတ်ဖော်ပြပေးရန်) - နိုင်ငံတကာမျက်စိအထူးကုဆေးရုံ

မှတ်ချက်။ အောက်ပါအချက်များကိုပူးတွဲတင်ပြရန်-

(၁) ကုမ္ပဏီမှတ်ပုံတင်အထောက်အထားမိတ္တူ

(၂) နိုင်ငံသားစီစစ်ရေးကတ်အမှတ်မိတ္တူနှင့်နိုင်ငံကူးလက်မှတ်မိတ္တူ

(၂) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်မိတ္တူနှင့်နိုင်ငံကူးလက်မှတ်မိတ္တူ

၂။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင် လျှောက်ထားခြင်းမဟုတ်ပါက လျှောက်ထားသူ၏ -

(က) အမည်

(ခ) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည်
(လျှောက်ထားသူသည် စီးပွားရေးအဖွဲ့အစည်းဖြစ်ပါက)

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ်

(ဃ) နိုင်ငံသား

(င) မြန်မာနိုင်ငံတွင်နေထိုင်သည့်နေရပ်လိပ်စာ

(စ) တယ်လီဖုန်း/ဖက်စ်

(ဆ) အီးမေးလ်လိပ်စာ

မှတ်ချက်။ ။ တရားဝင်ကိုယ်စားလှယ်လွှဲစာပူးတွဲတင်ပြရန်

၃။ ဖွဲ့စည်းမည့် စီးပွားရေးအဖွဲ့အစည်းပုံသဏ္ဌာန်

( ) ရာနိုင်နှုန်းပြည့် (√) ဖက်စပ်ပြုလုပ်ခြင်း(ဖက်စပ်စာချုပ်မူကြမ်းတင်ပြရန်)

( ) အခြားသဘောတူညီချက်ပုံစံတစ်မျိုးမျိုးဖြင့်ဆောင်ရွက်ခြင်း(စာချုပ်မူကြမ်းတင်ပြရန်)

မြန်မာနိုင်ငံသားရင်းနှီးမြှုပ်နှံသူ၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအချိုး - ၄၉%

အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်း၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအချိုး

နိုင်ငံခြားသားရင်းနှီးမြှုပ်နှံသူ၏ အစုရှယ်ယာပိုင်ဆိုင်မှုအချိုး - ၅၁%

၄။ အစုရှယ်ယာ ၁၀ % နှုန်းနှင့်အထက် ပိုင်ဆိုင်သောအစုရှယ်ယာရှင်များစာရင်း

No	Name of Shareholder	Citizenship	Share Percentage
1.	ISEC Global Pte. Ltd	Singapore	51%
2.	Next Tier International Co., Ltd	Myanmar	33%
3.	Daw Pyae Pyae Thein	Myanmar	11%

၅။ ကုမ္ပဏီဖွဲ့စည်းခြင်းနှင့်သက်ဆိုင်သောအချက်အလက်များ

(က) ခွင့်ပြုမတည်ငွေရင်း -

(ခ) အစုရှယ်ယာအမျိုးအစား - သာမာန်အစုရှယ်ယာ

(ဂ)အစုရှယ်ယာဝင်များကထည့်ဝင်မည့်အစုရှယ်ယာပမာဏ - ၁,၅၀၀,၀၀၀ ရှယ်ယာ

၆။ မတည်ငွေရင်းနှင့်မသက်ဆိုင်သည့်အချက်အလက်များ -

		အမေရိကန်ဒေါ်လာ
(က)	ပြည်တွင်းမှထည့်ဝင်မည့်/သည့်မတည်ငွေရင်း ပမာဏ/ရာခိုင်နှုန်း	၇၃၅,၀၀၀.၀၀
(ခ)	နိုင်ငံခြားမှယူဆောင်လာမည့်/သည့်မတည်ငွေရင်း ပမာဏ/ရာခိုင်နှုန်း	၇၆၅,၀၀၀.၀၀
	စုစုပေါင်း	၁,၅၀၀,၀၀၀.၀၀
(ဂ)	နိုင်ငံခြားမှ မတည်ငွေရင်းယူဆောင်လာရမည့်ကာလ -	(၂) နှစ်

၇။ ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့်သက်တမ်း - (၁၅) နှစ်

၈။ ဆောင်ရွက်မည့်စီးပွားရေးအဖွဲ့အစည်းနှင့်သက်ဆိုင်သောအချက်အလက်များ-

(က) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်ဒေသ(များ)/တည်နေရာ - အဆောက်အအုံအမှတ် (ဘီ)၊ အလွှာ

(၁) မှ (၅) အထိ၊ မင်းရဲကျော်စွာစီးပွားရေး အဆောက်အအုံစီမံကိန်း အိမ်ရာ၊

ပြည်လမ်း၊

လမ်းမတော်မြို့နယ်၊ ရန်ကုန်မြို့။

(ခ) ရင်းနှီးမြှုပ်နှံမှုတန်ဖိုး/ပမာဏ - အမေရိကန်ဒေါ်လာ ၁.၅ သန်း

၉။ သက်ဆိုင်ရာအဖွဲ့အစည်းများ၏ ခွင့်ပြုချက် ၊ လိုင်စင် ၊ ပါမစ်စသည်တို့ ရရှိပြီးပါက ပူးတွဲတင်ပြရန်။

၁၀။ လုပ်ငန်းစတင်ဆောင်ရွက်နေခြင်း - မရှိ

ရှိပါကလုပ်ငန်းဆောင်ရွက်မှုအခြေအနေကို ဖော်ပြပေးရန်

၁၁။ အတည်ပြုလျှောက်ထားလွှာနှင့်အတူ အောက်ဖော်ပြပါ လျှောက်ထားလွှာများကို တင်ပြလျှောက်ထားခြင်းရှိ ၊မရှိ ဖော်ပြရန်။

(√) မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

(   ) အခွန်ကင်းလွတ်ခွင့်သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

ကတိခံဝန်ချက်

အထက်ဖော်ပြပါ လျှောက်ထားသူမှပေးအပ်သည့် အချက်အလက်များအားလုံးသည် မှန်ကန်မှု ရှိပါကြောင်းအာမခံပါသည်။

ဤအတည်ပြုလျှောက်ထားလွှာတွင် အတည်ပြုမိန့် ထုတ်ပေးရန်အတွက် ကော်မရှင်မှ စိစစ်ရာ ၌ လိုအပ်သည့်အချက်အလက်များကို လျှောက်ထားသူကပေးအပ်ရန် ပျက်ကွက်ပါက အတည်ပြု လျှောက်ထားလွှာကို ငြင်းပယ်ခြင်းသို့မဟုတ် စိစစ်ရာ၌ မလိုလားအပ်သည့် နှောင့်နှေးကြန့်ကြာခြင်းတို့ ဖြစ်ပေါ်နိုင်ကြောင်း ကောင်းစွာသဘောပေါက် နားလည်ပါသည်။

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ချမှတ်မည့် စည်းမျဉ်းစည်းကမ်းများကိုလည်း လိုက်နာမည်ဖြစ်ကြောင်း ဝန်ခံကတိပြုအပ်ပါသည်။

လျှောက်ထားသူလက်မှတ်

ISEC Myanmar Company Limited No.......... Date.......

အမည် - ဒေါ်ခင်အိအိ
ရာထူး - ဒါရိုက်တာ
ဌာန/ကုမ္ပဏီ- ISEC Myanmar Co., Ltd

Form (4-A)

Endorsement Application Form for the investment to be made in the Republic of the Union of Myanmar

To,

Chairman
Myanmar Investment Commission

Reference No.MIC/ISEC/01/2018
Date: 2018 . September . 19

I do apply for the endorsement in accordance with the Section 37 of the Myanmar Investment Law by furnishing the following particulars:

1. The Investor's:-

(a) Name	- ISEC Myanmar Company Limited
(b) Company Registration No/ID No	- 100097516
(c) National Registration Card No/Passport	
(d) Citizenship	
(e) Address/Address of Registered Office	- Myanmar ICT Park, Building 16#3-01, Universities' Hlaing Campus, Hlaing Township, Yangon, Myanmar.
(f) Phone/Fax/E-mail:	- +95 1-2305325~28 -+95 1-654870 khineiei@globalnetmm.com
(g) Types of Business (to describe in detail)	- International Eye Specialist Hospital

Note: The following documents need to be according to the above paragraph (1):-

(1) Company Registration Certificate (copy);

(2) ID No/National Registration Card (copy) and Passport (copy);

2. If the investor don't apply for endorsement by himself/herself, the applicant;
   (a) Name
   (b) Name of contact person
       (if applicant is business organization)

   Note: describe with attachment of letter of legal representative

   (c) ID No./ National Registration Card No./Passport
   (d) Citizenship
   (e) Address in Myanmar:
   (f) Phone/ Fax:
   (g) E-mail:
   (h)

3. Type of business organization to be formed:-

( ) One Hundred Percent (√) Joint Venture (To attach the draft of JV agreement)

( ) Type of Contractual Basis (To attach draft contract/agreement)

Share Ratio (Local) - 49%

Share Ratio (Government Department/Organization)

Share Ratio (Foreigner) - 51%

4. List of Shareholders Owned 10% of the Shares and Above

No	Name of Shareholder	Citizenship	Share Percentage
1.	ISEC Global Pte. Ltd	Singapore	51%
2.	Next Tier International Co., Ltd	Myanmar	33%
3.	Daw Pyae Pyae Thein	Myanmar	11%

5. Particulars of Company Incorporation

(a) Authorized Capital

(b) Type of Share - Ordinary Shares

(c) Number of Shares - 1,500,000 shares

Note: Memorandum of Association and Articles of Association of the Company shall be submitted With regard to above paragraph 5.

6. Particulars of Paid-up Capital of the Investment

	US$
(a) Amount/Percentage of local capital to be contributed	735,000.00
(b) Amount/Percentage if foreign capital to be brought in	765,000.00
Total	1,500,000.00

(c) Period of proposed foreign capital to be brought in 2 years

7. Period of Proposed Investment -15 years

8. Particular of Investment Project-

(a) Investment location(s)/place(s) - Building No (Type-B), Level 1 to 5, Min Ye Kyaw Swar Business Building Project Housing, Pyi Road, Lan Ma Taw Township, Yangon.

(b) Amount of Investment - USD 1.5 million

9. The license, Permit, Permission, and etc; of the relevant organization shall be attached if they are received.

10. Commencement of Business - No

If it is commenced, describe the performance of business activities;

11. Describe whether other applications are being submitted together with the Endorsement Form or not:

- ☐ (√) Land Rights Authorization Application
- ☐ ( ) Tax Incentive Application

Undertaking

I/We hereby declare that the above statements are true and correct to the best of my/our knowledge and belief.

I/We fully understand that endorsement application may be denied or unnecessarily delayed if applicant fails to provide required information to access by Commission for issuance of endorsement.

I/We hereby declare to strictly comply with terms and condition set out by the Myanmar Investment Commission.

Signature of the applicant

Name : Daw Khin Ei Ei
Title : Director
Department/Company :
(Seal /Stamp)

ISEC Myanmar Company Limited

List of Directors

Exhibit -1

Sr.No	Name	Citizen	Passport No	Position	Address
1	Daw Pyae Pyae Thein	Myanmar	12/ Ba Ha Na (N) 087699	Managing Director	Building 16,#2/01, Myanmar ICT Park, Universities' Hlaing Campus, Hlaing Township, Yangon, Myanmar
2	Mr. Choong Yee Fong	Malaysia	A31997361	Director	101 Thomsan Rd, #09-04, United Square, Singapore 307591
3	Mr. Lee Hung Ming	Malaysia	A34821644	Director	101 Thomsan Rd, #09-04, United Square, Singapore 307591
4	Mr. Wong Jun Shyan	Malaysia	A36669817	Director	101 Thomsan Rd, #09-04, United Square, Singapore 307591
5	Daw Khin Ei Ei	Myanmar	12/ Ma Ka Ta (N) 002370	Director	Building 16,#2/01, Myanmar ICT Park, Universities' Hlaing Campus, Hlaing Township, Yangon, Myanmar

ISEC Myanmar Company Limited

List of Shareholders

Exhibit -2

Sr.No	Name	Citizen	NRC	Percentage	Address
1	ISEC Global Pte.Ltd			51%	101 Thomsan Rd, #09-04, United Square, Singapore 307591
2	Next Tier International Company Limited			33%	Building 16,#3/01, Myanmar ICT Park, Universities' Hlaing Campus, Hlaing Township, Yangon, Myanmar.
3	Daw Pyae Pyae Thein	Myanmar	12/Ba Ha Na (N) 087699	11%	Building 16,#2/01, Myanmar ICT Park, Universities' Hlaing Campus, Hlaing Township, Yangon, Myanmar.
4	Daw Khin Khin Win	Singaporean	E6009171B	5%	7, #22-103 Tanjong Pagar Plaza, Singapore 081007

ISEC Myanmar Company Limited
Investment Plan

Exhibit -3

Sr No	Description	Amount (USD)	Remark
1	Renovation	200,000.00	
2	Medical Equipments	1,000,000.00	
3	Working Capital	300,000.00	
	Total	1,500,000.00	

ISEC Myanmar Company Limited

List of Personnel Requirement

Sr.No.	Description	Yr 1			Yr 2			Yr 3		
		Qty	Per month (USD)	Amount (USD)	Qty	Per month (USD)	Amount (USD)	Qty	Per month (USD)	Amount (USD)
1	Center / Clinic	1	2,000.00	24,000.00	1	2,300.00	27,600.00	1	2,645.00	31,740.00
2	Receptionists	2	500.00	12,000.00	3	575.00	20,700.00	4	661.00	31,728.00
3	Optometrist	1	1,000.00	12,000.00	3	1,150.00	41,400.00	3	1,323.00	47,628.00
4	Anesthetic	1	5,000.00	60,000.00	1	5,750.00	69,000.00	1	6,613.00	79,356.00
5	Staff Nurse	2	1,000.00	24,000.00	3	1,150.00	41,400.00	3	1,323.00	47,628.00
6	Assistance nurse	2	500.00	12,000.00	2	575.00	13,800.00	2	661.00	15,864.00
7	Counselling	1	500.00	6,000.00	2	575.00	13,800.00	3	661.00	23,796.00
8	Accountng and Admin	2	1,000.00	24,000.00	2	1,150.00	27,600.00	2	1,323.00	31,752.00
9	Cleaner	2	100.00	2,400.00	2	115.00	2,760.00	2	132.00	3,168.00
10	Driver	1	250.00	3,000.00	1	288.00	3,456.00	1	331.00	3,972.00
	Total	15		179,400.00	20		261,516.00	22		316,632.00

ISEC Myanmar Company Limited

List of Personnel Requirement

Exhibit -4

Sr.No.	Description	Qty	Yr 4			Yr 5 and onwards		
			Qty	Per month (USD)	Amount (USD)	Qty	Per month (USD)	Amount (USD)
1	Center / Clinic	1	1	3,174.00	38,088.00	1	3,809.00	45,708.00
2	Receptionists	2	4	794.00	38,112.00	4	952.00	45,696.00
3	Optometrist	1	3	1,587.00	57,132.00	3	1,904.00	68,544.00
4	Anesthetic	1	1	7,935.00	95,220.00	1	9,522.00	114,264.00
5	Staff Nurse	2	4	1,587.00	76,176.00	4	1,904.00	91,392.00
6	Assistance nurse	2	3	794.00	28,584.00	3	952.00	34,272.00
7	Counselling	1	3	794.00	28,584.00	3	952.00	34,272.00
8	Accountng and Admin	2	2	1,587.00	38,088.00	2	1,904.00	45,696.00
9	Cleaner	2	2	159.00	3,816.00	2	190.00	4,560.00
10	Driver	1	1	397.00	4,764.00	1	476.00	5,712.00
	Total	15	24		408,564.00			490,116.00

ISEC Myanmar Company Limited
Service to be rendered

Sr No	Description	Year 1			Year 2			Year 3		
		Price (USD)	No of patient	USD	Price (USD)	No of patient	USD	Price (USD)	No of patient	USD
1	Consultation	40	1,461.00	58,440.00	44.00	4,752.00	209,088.00	50.60	5,676.00	287,206.00
2	Catract	1000	102.00	102,000.00	1,596.96	263.00	420,000.00	1,840.49	326.00	600,000.00
3	Injection	3000	12.00	36,000.00	3,272.73	22.00	72,000.00	3,789.47	38.00	144,000.00
4	Retina	3200	19.00	60,800.00	3,520.00	48.00	168,960.00	4,045.71	98.00	396,480.00
5	Glaucoma				1,090.91	11.00	12,000.00	1,300.00	10.00	13,000.00
6	Refractive Surgery Lasik			-	1,650.00	24.00	39,600.00	1,925.45	33.00	63,540.00
7	Laser (Argon/Yag) - ISEC Myanmar	500	36.00	18,000.00	550.00	180.00	99,000.00	633.26	359.00	227,340.00
8	Strabisumus (Eye Turns)-ISEC Myanmar				1,100.00	12.00	13,200.00	1,264.19	43.00	54,360.00
9	Oculoplastic - ISEC Myanmar	1900	36.00	68,400.00	2,072.73	44.00	91,200.00	2,400.00	38.00	91,200.00
10	OPD Scan Coneal Topography				109.89	95.00	10,440.00	126.47	127.00	16,062.00
11	Imaing	25	60.00	1,500.00	27.93	58.00	1,620.00	31.89	57.00	1,818.00
12	Other Investigation	80	178.00	14,240.00	88.00	516.00	45,408.00	101.19	585.00	59,194.00
13	DCR- SEC Myanmar	1400	24.00	33,600.00	1,540.00	24.00	36,960.00	1,771.00	24.00	42,504.00
14	Eye Lids- ISEC Myanmar				1,100.00	24.00	26,400.00	1,265.00	180.00	227,700.00
15	Minor Operation - ISEC Myanmar	200	36.00	7,200.00	220.00	60.00	13,200.00	253.00	144.00	36,432.00
	Total		**1,964.00**	**400,180.00**		**6,133.00**	**1,259,076.00**		**7,738.00**	**2,260,836.00**

ISEC Myanmar Company Limited
Service to be rendered

Exhibit -5

Sr No	Description	Year 4			Year 5		
		Price (USD)	No of patient	USD	Price (USD)	No of patient	USD
1	Consultation	58.19	6,732.00	391,735.00	66.92	8,052.00	538,828.00
2	Catract	2,114.54	454.00	960,000.00	2,431.52	533.00	1,296,000.00
3	Injection	4,390.24	41.00	180,000.00	5,023.26	43.00	216,000.00
4	Retina	4,665.26	113.00	527,174.00	5,367.74	93.00	499,200.00
5	Glaucoma	1,436.93	41.00	58,914.00	1,688.18	38.00	64,151.00
6	Refractive Surgery Lasik	2,144.34	29.00	62,186.00	2,509.44	48.00	120,453.00
7	Laser (Argon/Yag) - ISEC Myanmar	728.23	421.00	306,584.00	836.85	482.00	403,360.00
8	Strabisumus (Eye Turns)-ISEC Myanmar	1,440.96	53.00	76,371.00	1,684.54	50.00	84,227.00
9	Oculoplastic - ISEC Myanmar	2,763.64	66.00	182,400.00	3,200.00	57.00	182,400.00
10	OPD Scan Coneal Topography	146.01	136.00	19,857.00	167.73	134.00	22,476.00
11	Imaing	36.81	123.00	4,528.00	41.94	122.00	5,117.00
12	Other Investigation	116.34	682.00	79,341.00	133.90	789.00	105,649.00
13	DCR- SEC Myanmar	2,036.65	48.00	97,759.00	2,342.15	48.00	112,423.00
14	Eye Lids- ISEC Myanmar	1,454.75	24.00	34,914.00	1,672.96	24.00	40,151.00
15	Minor Operation - ISEC Myanmar	290.95	156.00	45,388.00	334.59	192.00	64,242.00
	Total		**9,119.00**	**3,027,151.00**		**10,705.00**	**3,754,677.00**

ISEC Myanmar Company Limited

Income Statement

Exhibit -6

Amt in USD

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue	400,180	1,259,076	2,260,836	3,027,151	3,754,677
Cost of Sales	(336,355)	(679,048)	(1,204,455)	(1,472,807)	(1,724,385)
Gross profit/ (Loss)	63,825	580,028	1,056,381	1,554,344	2,030,292
Other Income					
Profit/(Loss) before operating Expenses	**63,825**	**580,028**	**1,056,381**	**1,554,344**	**2,030,292**
Pre Operational Expenses	(100,000)				
Distribution Expenses	(32,794)	(20,125)	(23,623)	(15,614)	(19,082)
Salary	(179,400)	(261,516)	(316,632)	(408,564)	(490,116)
Rental	(99,310)	(107,255)	(115,836)	(125,102)	(135,111)
Amortisation	(13,333)	(13,333)	(13,333)	(13,333)	(13,333)
Depreciation	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Administrative Expenses	(120,745)	(282,750)	(324,216)	(346,209)	(370,081)
Other Expenses	(500)	(525)	(551)	(579)	(608)
Profit/(Loss) From Operating Activities	**(582,258)**	**(205,477)**	**162,190**	**544,942**	**901,961**
Income Tax Expenses	-	-	-	(263,936.00)	(542,495.00)
Profit/(Loss) for the year	**(582,258)**	**(205,477)**	**162,190**	**281,006**	**359,466**
CSR 2%	-	-	(3,243.80)	(5,620.12)	(7,189.32)
Total Comprehensive Income/(Loss) for the year	**(582,258)**	**(205,477)**	**158,946**	**275,386**	**352,277**

ISEC Myanmar Company Limited

Clinic Equipment to be imported

Exhibit -7

Sr No	Item Description	Vendor	Unit	Cost (USD)	Total Cost (USD)	Installed Location
1	Slit Lamp Model SL-115 Classic,	Zeiss	3	11,400.00	34,200.00	Consultant room
2	Indirect ophthalmoscope c/w 20D lens & 90D lens - Wireless		2	3,000.00	6,000.00	
3	Biometry/ A-Scan- IOL 700	Zeiss	1	81,485.00	81,485.00	Imaging room
4	OCT (without Angio)	Concordia / Topcon	1	98,579.00	98,579.00	Basic Equip
5	Humphrey perimetry (HFA 840)	Zeiss	1	8,000.00	8,000.00	
6	Air-puff tonometer (hand-held)	Zeiss	1	10,751.00	10,751.00	Dr. Room
7	Auto refractor	Zeiss	1	6,372.00	6,372.00	Imaging room
8	Argon & Yag laser (Combi machine)	Zeiss	1	66,468.00	66,468.00	Laser room
9	Microscope-Lumera T	Zeiss	1	189,680.00	189,680.00	Operation Theatre
10	Anterior/posterior machine (phaco & retina)	Alcon	1	60,000.00	60,000.00	
11	Phaco Machine	Alcon	1	30,500.00	30,500.00	
					-	
	Total Amount				592,035.00	

ISEC Myanmar Company Limited
Clinic Instrument to be imported

Exhibit -8

Sr No	DESCRIPTION	Qty (Sets)	Price (USD)	Amount (USD)
	Phaco Set (3 set)			
1	EYE SPECULUM (liebermann)			
2	HEALON NEEDLE			
3	ST. EYE SCISSOR			
4	CONJUCTIVA SCISSOR			
5	PLAIN FORCEP			
6	COLIBRI FORCEP			
7	UTRATA FORCEP			
8	KELMAN FORCEP			
9	NAGAHARA CHOPPER			
10	SINSKEY/ DIALER			
11	SPATULA			
12	KUGLEN			
13	BIG NEEDLE HOLDER			
14	SUB - TOTAL	3	4,948.75	14,846.25
	Phaco supplyment (2 set)			
15	VANNAS SCISSOR			
16	CURVED TYING FORCEP			
17	ST. TYING FORCEP			
18	SMALL NEEDLE HOLDER			
	SUB - TOTAL	2	3,155.00	6,310.00
	Retina set (2 set)			
19	EYE SPECULUM (Wire / Liebermann)			
20	SUB TENON CANNULA			
21	4MM INFUSION			
22	CALIPER			
23	INDENTAL			
24	ST. SUTURE TYING FORCEP			
25	PLAIN FORCEP			
26	COLIBRI FORCEP			
27	PLUG FORCEP			
28	SMALL NEEDLE HOLDER			
29	ST. EYE SCISSOR			
30	CONJUCTIVA SCISSOR			
31	CURVE MOSQUITO ARTERY FORCEP			
32	CURVE DUNHILL ARTERY FORCEP			
	SUB - TOTAL	2	23,502.50	47,005.00
	Retina supplement			
33	ILM peeling forcep 23 G			
34	Emgrisping forcep 23 G			
35	foreign body forcep 23 G			
36	foreign body magnet 23 G			
	SUB - TOTAL	1	4,225.00	4,225.00
	Glaucoma set (1 set)			
37	TUBE INTRUDUCER			

ISEC Myanmar Company Limited
Clinic Instrument to be imported

Exhibit -8

Sr No	DESCRIPTION	Qty (Sets)	Price (USD)	Amount (USD)
38	ST. MOESQUITO ARTERY			
39	CURVE MOESQUITO ARTERY			
40	SMALL SQUINT HOOK			
41	BIG SQUINT HOOK			
	SUB - TOTAL	**1**	**16427.00**	**16427.00**
	Lid Set (2 set)			
42	Caliper			
43	Sub - Tenon Cannula			
44	Towel Clip X 2			
45	Desmarres X 2			
46	Jameson Hook X 2			
47	Stevens Hook (small squint hook)			
48	Stevens Hook (big squint hook)			
49	Lid Guard			
50	BP Handle			
51	Toothed Forceps			
52	PlainForceps			
53	St. Martin			
54	Conjunctiva Scissors			
55	Straight Eye Scissors			
56	Needle Holder (Big)			
57	Needle Holder (Small)			
58	Dunhill Artery Forceps			
59	Curve Mosquito Forceps			
60	Straight Mosquito Forceps			
	SUB - TOTAL	**2**	**4,586.00**	**9,172.00**
	Squint set (2 set)			
61	Sub- Tenon Needle			
62	Jameson Hook X 2			
63	Stevens Hook X 2			
64	Plain Forceps			
65	Tooth Forceps			
66	St. Martin Forceps			
67	Lieberman Speculum			
68	Caliper			
69	Straight Eye Scissors			
70	Conjunctiva Scissors			
71	Needle Holder (Big)			
72	Needle Holder (Small)			
73	Curve Dunhill Artery Forceps			
74	Curve Mosquito Forceps			
75	Straight Mosquito Forceps			
76	Locking forcep			
77	Moorfield forcep			
	SUB - TOTAL	**2**	**4,308.50**	**8,617.00**
	ECCE supplement			

ISEC Myanmar Company Limited
Clinic Instrument to be imported

Exhibit -8

Sr No	DESCRIPTION	Qty (Sets)	Price (USD)	Amount (USD)
78	Lens Expressor with Iris Repositor (double ended)			
79	Vectis			
80	Simcoe			
81	Capsulotomy Scissors			
82	Blade holder			
	SUB - TOTAL	1	9196.5	9196.5
	SUTURING SET 1 set			
83	Wire Speculum			
84	Healon Needle			
85	Straight Eye Scissors			
86	Colibri Forceps			
87	Plain Foreceps			
88	Straight Tying Forceps			
89	Curve Tying Forceps			
90	Conjunctiva Forceps			
91	Needle Holder (Big)			
92	Tooth Forcep			
	SUB - TOTAL	1	2396.00	2396.00
	SYRINGING & PROBING SET (2 set)			
93	GALLIPOT (SMALL)			
94	KIDNEY DISH (MEDIUM)			
95	PUNCTAL DILATOR - SMALL			
96	PUNCTAL DILATOR - BIG			
97	236 CANULLA			
98	LACRIMAL PROBE - 0000 + 000			
	- 00 + 0			
	-1 + 2			
	-3 + 4			
	SUB - TOTAL	2	960.00	1920.00
	BASIC SET 5 sets			
99	KIDNEY DISH (MEDIUM)			
100	GALLIPOT (MEDUM) x 2			
101	GALLIPOT (SMALL)			
102	SPONGE HODER (MEDIUM)			
103	IRRIGATION BULB WITH CANNULA			
	SUB - TOTAL	5	2262.5	11312.5
	Lasik Set (2 set)			
104	Lasek Alchohol Well 8.5 (Titanium)			
105	Lasek Alchohol Well 9.5 (Camellin)			
106	Kelman Tying Forcep			
107	Delicate Forceps, Ring Tips (Titanum)			
108	Iris Scissor Straight			
109	Instrument Tray			
110	Epithelial Dissector Vault			
111	Canulla 1 Holes X 2			

ISEC Myanmar Company Limited
Clinic Instrument to be imported

Exhibit -8

Sr No	DESCRIPTION	Qty (Sets)	Price (USD)	Amount (USD)
112	Murdock Eye Speculum For Adult			
	SUB - TOTAL	2	2,690.50	5,381.00
	DCR SET - 1 set			
113	Adson forceps			
114	Fixation forcep			
115	curved scissor			
116	Clipper			
117	Cat paws			
118	Sac guard			
119	Traquire (L shape)			
120	Bull Dog			
121	Puntum dilator			
122	Puntum probe			
123	Groove director			
124	Desmarries			
125	Ronger (1) (up/down)			
126	Ronger (1.5)			
127	Ronger (2.5)			
128	Bone Nippler (straight and curved)			
129	Traphine (with/without)			
130	Suction tip			
131	Artery forcep			
132	Jameson's hook			
133	Periosteum elevator (freer)			
134	Chisel			
135	Nasal speculum			
136	nasal packing forcep			
137	Retractor			
	SUB-TOTAL	1	4,375.75	4,375.75
	Chalazion. 1set			
138	Chalazion clamp (small)			
139	Chalazion clamp (big)			
140	Scoop (small)			
141	Scoop (big)			
142	blade holder			
	SUB-TOTAL	1	4893.00	4893.00
	EXTRA FOR SUPPLEMENT:			
143	MEDIUM KIDNEY DISH			
144	SMALL GALLIPOT			
145	SPONGE HOLDER MEDIUM			
146	EYE SPECULUM (liebermann)			
147	HEALON NEEDLE			
148	ST. EYE SCISSOR			
149	CONJUCTIVA SCISSOR			
150	PLAIN FORCEP			
151	COLIBRI FORCEP			

ISEC Myanmar Company Limited
Clinic Instrument to be imported

Exhibit -8

Sr No	DESCRIPTION	Qty (Sets)	Price (USD)	Amount (USD)
152	UTRATA FORCEP			
153	KELMAN FORCEP			
154	NAGAHARA CHOPPER			
155	SINSKEY/ DIALER			
156	SMALL NEEDLE HOLDER			
157	BIG NEEDLE HOLDER			
158	VANNAS SCISSOR			
159	CURVED TYING FORCEP			
160	ST. TYING FORCEP			
161	SMALL NEEDLE HOLDER			
162	MOESQUITO ARTERY FORCEP			
163	STANDARD INSTRUMENT TRAY			
164	SMALL INSTRUMENT TRAY			
	SUB-TOTAL	5	22,931.20	114,656.00
	Total Cost			260,733.00

ISEC Myanmar Company Limited

List of Equipment to be purchased in local

Exhibit -9

Sr No	Item Description	Unit	Cost (USD)	Total Cost (USD)	Installed Location
1	Direct Ophthalmoscope & Retinoscope	3	8,333.33	25,000.00	Consultant room
2	Slit Lamp Model SL-115 Classic	1	6,000.00	6,000.00	Optometrist room
3	ACP8EM (Auto chart projector)	1	3,500.00	3,500.00	
4	Trial Lens Set full Set TLS-AF	1	14,000.00	14,000.00	
5	Lensmeter	1	3,276.00	3,276.00	Optical Room
6	A+B+Scan +CCT	1	17,200.00	17,200.00	Imaging room
7	Specular microscope with Imagenet R4	1	25,000.00	25,000.00	Basic Equip
8	Lumera 300 basic	1	36,000.00	36,000.00	
9	Patient monitor (Vital sign) - VF 900	1	1,387.00	1,387.00	Treatment Room
10	Portable operating Light	1	1,337.00	1,337.00	Treatment Room
11	Examination patient bed	1	3,500.00	3,500.00	
12	ECG machine with normal reading	1	1,038.00	1,038.00	Treatment Room
13	Operation bed (App from India)	1	760.00	760.00	Operation Theatre
14	Surgery Chair (Stryker)	1	561.00	561.00	Operation Theatre
15	Patient monitor (Vital sign) - VF 900	1	1,387.00	1,387.00	Operation Theatre
16	Scrub Trolley	1	2,000.00	2,000.00	
17	Autoclave Scican	1	2,748.00	2,748.00	CSSD
18	Sealer	1	2,538.00	2,538.00	
14	Total			147,232.00	

Account Activity

as of 03-08-2018 09:47:13 GMT +0630

Account Number	Customer Id	Account Currency	Opening Balance	Closing Balance
31710931700185701	317001857	USD	0.00	28,589.00

Transaction Date	Value Date	Transaction Reference No.	Description	Debit	Credit	Balance
05-Jul-2018	05-Jul-2018	317CHDP181860018	Deposit Cash transaction-NANT MYA MYA MAW 317		100.00	100.00
05-Jul-2018	05-Jul-2018	317CHDP181860018		1.00		99.00
11-Jul-2018	11-Jul-2018	206FTIC181920013	B/O /20620206001986501 CIBBSGSG		15,300.00	15,399.00
11-Jul-2018	11-Jul-2018	206FTIC181920013	INCOMING SWIFT CHARGES	10.00		15,389.00
13-Jul-2018	13-Jul-2018	262CHDP181944004	Deposit Cash transaction-YADANA TUN,YGN-92,09792861561		3,333.00	18,722.00
13-Jul-2018	13-Jul-2018	262CHDP181944004		33.00		18,689.00
25-Jul-2018	25-Jul-2018	206FTIC182060017	B/O /20620206001827701 DBSSSGSGXXX		9,900.00	28,589.00

PRIVATE & CONFIDENTIAL

DATED THIS 15TH DAY OF MAY 2018

AMONGST

ISEC GLOBAL PTE. LTD.

AND

NEXT TIER INTERNATIONAL COMPANY LIMITED

AND

DAW PYAE PYAE THEIN

AND

DR. KHIN KHIN WIN

JOINT VENTURE AGREEMENT

relating to

ISEC MYANMAR CO. LTD.

Contents

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT (hereinafter referred to as the **“Agreement”**) is made and entered into in Yangon, the Republic of Union of Myanmar on the 15th day of May 2018

AMONGST:

(1) **ISEC GLOBAL PTE. LTD.** (Company Registration No. 201524377M), a company incorporated under the laws of Singapore and having its registered office at 101 Thomson Road, #09-01 United Square, Singapore 307591 ("**ISEC**");

(2) **NEXT TIER INTERNATIONAL COMPANY LIMITED** (Company Registration No. 525/2011-2012), a company incorporated under the laws of Myanmar and having its registered office at Building 16, #3-01, Myanmar ICT Park, Universities' Hlaing Campus, Hlaing Township, Yangon, Myanmar ("**Next Tier**");

(3) **DAW PYAE PYAE THEIN** (National Registration Card No.: 12/BaHaNa(N)087699), a citizen of Myanmar, having correspondence address at Building 16, #2-01, Myanmar ICT Park, Universities’ Hlaing Campus, Hlaing Township, Yangon, Myanmar (“**Pyae**”); and

(4) **DR. KHIN KHIN WIN** (Passport No.: E6009171B), residing at 7, #22-103 Tanjong Pagar Plaza, Singapore 081007 (“**Dr. Win**”),

each a “**Party**” and collectively the “**Parties**”.

WHEREAS:

(A) ISEC is a wholly-owned subsidiary of ISEC Healthcare Ltd. (“**ISECH**”). ISECH and its group of companies (collectively “**ISEC Group**”) are an established regional provider of a comprehensive suite of medical eye care services with ophthalmology centres of excellence in Malaysia and Singapore.

(B) Next Tier is part of the Global Technology Group, which is a leading business group undertaking a diverse portfolio of businesses across technology, media & telecommunications, financial services, trading, real estate, and consultancy sectors, and intends to collaborate with ISEC to provide ophthalmology services in Myanmar.

(C) Pyae is an individual willing to collaborate with ISEC to invest in the Business as a local partner.

(D) Dr. Win is a palliative care practitioner, licensed to practise in Singapore, and is willing to collaborate with ISEC to invest in the Business.

(E) Next Tier, Pyae and Dr. Win collectively form the Myanmar consortium, with Next Tier holding the right to manage the consortium, as a Shareholder with most substantial shareholding amongst the consortium in ISEC Myanmar.

(F) The Parties are desirous of jointly operating ISEC Myanmar for the purposes of carrying on the Business in accordance with the Applicable Laws.

(G) To this end, the Parties have agreed to give effect to their intentions and to record and regulate certain affairs of ISEC Myanmar and the Parties' respective rights as shareholders of ISEC Myanmar in accordance with this Agreement.

NOW THEREFORE IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement (including the Recitals), unless the context otherwise requires:

1.2. Interpretation

Unless the context otherwise requires or unless otherwise specified herein, in this Agreement:

"**Accountant**"	:	duly qualified accountant of ISEC Myanmar, appointed pursuant to **Clause 5.13**.
"**Agreement**"	:	this joint venture agreement.
"**Applicable Laws**"	:	means any laws and any other instruments/subordinate legislation having the force of law in Myanmar, including the MCL and MCA. For the avoidance of doubt, Applicable Laws shall include any applicable statute, ordinance, decree, regulation, notification or by-law or any rule, circular, directive or any licence, consent, permit, authorisation, concession or other approval issued by any governmental or regulatory authority which has appropriate jurisdiction in Myanmar.
"**artificial deadlock**"	:	as defined in **Clause 10.5.4**.
"**Arbitral Tribunal**"	:	as defined in **Clause 11.24.2**.
"**Auditor**"	:	external auditor for the time being of ISEC Myanmar.
"**Auditor's Notice**"	:	as defined in **Clause 10.5.3**
"**Auditor's Value**"	:	the price of the Shares, to be ascertained and certified by the Auditor (acting as experts and not as arbitrators) on the basis of the higher of either:

(i) the net tangible asset value of ISEC Myanmar at the time of determination by the Auditor; or

(ii) the discounted cash flow method, i.e. the value of the cash flow of ISEC Myanmar at the end of a projected five (5) year period commencing from the time of determination by the Auditor, discounting the rate of the future cash flow or the time value of money to arrive at the value as at the time of determination by the Auditor, provided always that the rate of the future cash flow to be discounted shall be based on the weighted average cost of capital of ISEC Myanmar.

"**Board**"	:	the board of directors of ISEC Myanmar for the time being, comprising the Directors.
"**Board Reserved Matters**"	:	any of the matters listed in **Schedule 2** of the Agreement.
"**Business**"	:	as defined in **Clause 2.2**.
"**Business Day**"	:	any day other than a Saturday, Sunday or a gazetted public holiday in Myanmar.
"**Called Shares**"	:	as defined in **Clause 7.1.1(v)(b)**.
"**Called Shareholders**"	:	as defined in **Clause 7.1.1(v)(a)**.
"**Centre**" or "**Centres**"	:	one or more ophthalmology centres to be established by ISEC Myanmar for purposes of undertaking the Business, within Myanmar.
"**Chairman**"	:	the chairman of the Board appointed or elected pursuant to **Clause 5.5**.
"**Conciliation Notice**"	:	as defined in **Clause 10.5.2**.
"**Confidential Information**"	:	any of the following (whether in written, oral, digital, magnetic, photographic or any other form or any copy thereof):

(i) information including any Intellectual Property, technology, financial, business or trading information and/or information on, or relating to, patients of the Centre, business marketing policy, planning, project management and other information on (a) of any of the Parties, the Company or the Shareholders of ISEC Myanmar, or (b) relating to the Centre;

(ii) information that is imparted or any information that any of the Party's representatives or nominees informed or communicated (orally or otherwise) to the other Party during the course of discussions or negotiations in relation to ISEC Myanmar, the Centre or any matter in connection therewith;

(iii) the plans, intentions or arrangements of the representatives and/or nominees of the Parties in respect of ISEC Myanmar including any plans, intentions and/or arrangements of the Shareholders for the Centre;

(iv) details of the negotiations leading to the execution of this Agreement or the terms of this Agreement;

"**Conflict Party**'	:	as defined in **Schedule 2**.
"**Corporate Representative**"	:	as defined in **Clause 6.6.1**.
"**CRO**"	:	Companies Registration Office of Myanmar.
"**Default Offer"**	**:**	as defined in **Clause 10.3.1**.
"**Default Offer Period"**	**:**	as defined in **Clause 10.3.1**.
"**Default Shares**"	**:**	as defined in **Clause 10.3.1**.
"**Defaulting Party**"	:	as defined in **Clause 10.2.1**.
"**DICA**"	:	Directorate of Investment and Company Administration of Myanmar.
"**Director**" or "**Directors**"	:	the directors of ISEC Myanmar holding office as members of the Board in accordance with the M&AA.
"**Dispute**"	:	as defined in **Clause 11.24.1**.
"**Dr. Win**"	:	as defined in **Recital (4)**.
"**Drag Along Notice**"	:	as defined in **Clause 7.1.1(v)(b)**.
"**Drag Along Right**"	:	as defined in **Clause 7.1.1(v)(a)**.
"**Event of Default**"	:	any of the events set forth in **Clauses 10.2.1** to **10.2.4**.
"**ISEC**"	:	as defined in **Recital (1)**.
"**ISECH**"	:	as defined in **Recital (A)**.
"**ISEC Director**" or "**ISEC Directors**"	:	as defined in **Clause 5.1.2**.
"**ISEC Group**"	:	as defined in **Recital (A)**.
"**ISEC Myanmar**"	:	as defined in **Clause 2.1.1**.
"**Intellectual Property**"	:	all forms of intellectual and industrial property whether registered or unregistered and the right to apply for them in any part of the world, including but not limited to any patent, discovery, creation, design, know-how, invention, formula, process, improvement, business name, trade mark or service mark (excluding the "ISEC" name/mark/logo which the Parties acknowledge belongs to ISEC Sdn. Bhd., a wholly owned subsidiary of ISEC Healthcare Ltd.), copyright (including design copyright), trade secret, instrument, advance, finding, research effort in relation to any of the foregoing or

		any other proprietary right (including moral rights).
"**General Meeting**"	:	meeting of the Shareholders.
"**Info Recipients**"	:	as defined in **Clause 11.17.1**.
"**M&AA**"	:	memorandum and articles of association of ISEC Myanmar, or any succeeding document which sets out the constitutive documentation of ISEC Myanmar.
"**MCA**"	:	Myanmar Companies Act 1914.
"**MCL**"	:	the new Myanmar Companies Law 2017, which intends to repeal the MCA.
"**Medical Director (CEO)**"	:	the person nominated by ISEC and appointed by the Company pursuant to **Clause 5.12.2** to be responsible for the day-to-day running and operation, administration and management of the Centre.
"**Medical Director (Licence)**"	:	the registered medical practitioner nominated by ISEC pursuant to **Clause 5.12.1** to be the medical director of the Centre.
"**MIC**"	:	Myanmar Investment Commission.
"**Next Tier**"	:	as defined in **Recital (2)**.
"**Next Tier Director**" or "**Next Tier Directors**"	:	as defined in **Clause 5.1.2.**
"**Non-Defaulting Party**"	:	as defined in **Clause 10.2.1**.
"**Offer**"	:	as defined in **Clause 7.1.1(i)**.
"**Offerees**"	:	as defined in **Clause 7.1.1(i)**.
"**Offeror**"	:	as defined in **Clause 7.1.1(i)**.
"**Offer Period**"	:	as defined in **Clause 7.1.1(i)**.
"**Offer Price**"	:	as defined in **Clause 7.1.1(i)**.
"**Offer Shares**"	:	as defined in **Clause 7.1.1(i)**.
"**Ordinary Shares**"	:	ordinary shares of USD1.00 each in the capital of the Company.
"**Party**" or "**Parties**"	:	as defined in the **Preamble**.
"**Pioneers**"	:	the professional medical practitioners appointed by ISEC Myanmar to practise in any of the Centres as the Pioneers.
"**Pioneer Consultant Agreement**"	:	the employment agreement between the Company and a Pioneer for the Pioneer to serve and/or act as a pioneer medical practitioner of the Centre, in a form to be agreed by the Parties and compliant with Applicable Laws.
"**Private Healthcare Law**"	:	Private Healthcare Law 2007.
"**Pyae**"	:	as defined in **Recital (3)**.
"**Research**"	:	as defined in **Clause 8.3.1**.
"**Share**"	:	any share forming the capital of ISEC Myanmar and includes Ordinary Shares.
"**Shareholder**"	:	any shareholder holding shares within ISEC Myanmar.

"**Shareholders' Reserved Matters**"	:	any of the matters listed in **Schedule 3** of the Agreement.
"**SIAC Rules**"	:	as defined in **Clause 11.24.2**.
"**SIMC**"	:	as defined in **Clause 10.5.5**.
"**Tag Along Condition**"	:	as defined in **Clause 7.1.1(iv)(a)**.
"**the Period**"	:	as defined in **Clause 10.5.3(ii)**.
"**Third Party**"	:	as defined in **Clause 7.1.1(ii)**.
"**Third Party Default Offer**"	:	as defined in **Clause 10.3.3**.
"**Third Party Offer**"	:	as defined in **Clause 7.1.1(iii)**.
"**Transfer Documents**"	:	the relevant share certificates and duly executed instruments for transfer of Shares, as required under Applicable Laws.
"**USD**"	:	United States Dollars, the lawful currency of the United States of America.
"**Willing Non-Defaulting Parties**"	:	as defined in **Clause 10.3.2**.
"**Willing Offerees**"	:	as defined in **Clause 7.1.1(ii)**

1.2.1. any reference to any Party shall be construed as to include its successors in title and permitted assigns.

1.2.2. words denoting the singular include the plural number and vice versa;

1.2.3. "**person**" means any individual, company, corporate, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality, and references to natural persons shall include body corporates;

1.2.4. the headings and sub-headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement;

1.2.5. words denoting the neuter or masculine gender only shall include the feminine gender and the masculine or neuter gender, as the case may be;

1.2.6. references to any provision of any statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such re-enactment;

1.2.7. reference to Recitals, Clauses and Schedules shall be construed as references to, respectively, the Recitals, Clauses of, and Schedules to, this Agreement, and such Schedules if any, shall be construed as forming an integral part of this Agreement;

1.2.8. reference to any agreement or document herein shall be a reference to the same as from time to time varied in any manner whatsoever and any other agreements or documents from time to time executed, supplemental or in addition thereto or in substitution thereof;

1.2.9. any period which would otherwise end on a day which is not a Business Day and any event that is to otherwise occur on a day which is not a Business Day, shall end and/or, as the case may be, occur, on the next Business Day;

1.2.10. any reference to a "**day**", "**week**", "**month**" or "**year**" is to that day, week, month or year in accordance with the Gregorian calendar;

1.2.11. for the avoidance of doubt, a day shall mean any calendar day and a month shall, unless otherwise specifically provided herein, mean a period calculated from any specific day up to and including the day immediately corresponding to that specific day in the subsequent month or if there shall be no such day in the subsequent month, the last day of that month;

1.2.12. the words "**hereof**', "**herein**", "**hereto**", "**hereinafter**" and "**hereunder**", and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

1.2.13. any words following the terms "**including**" and "**include**" or any similar express shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and

1.2.14. "**Company**", "**Subsidiary**" and "**Holding Company**" shall be construed in accordance with the Applicable Laws.

1.3. No disadvantage

Unless prohibited by Applicable Laws, no rule of construction of contract shall apply to the disadvantage of one Party merely because it or its solicitors were responsible for the preparation of this Agreement.

2. ISEC MYANMAR

2.1. Incorporation of ISEC Myanmar

2.1.1. The Parties shall, as soon as reasonably practicable following the execution of this Agreement, undertake to incorporate a private company limited by shares under the Applicable Laws to undertake the Business, with the name "ISEC Myanmar Co., Ltd.", or such other name as may be approved by DICA and agreed amongst the Parties ("**ISEC Myanmar**").

2.1.2. The registered address and principal address of ISEC Myanmar shall be within Myanmar.

2.1.3. The Parties shall take all steps as are necessary (including making the relevant applications to MIC and passing the requisite Shareholders' resolution) to forthwith change the name of the Company to a name which does not contain the word "ISEC", if for any reason whatsoever, ISEC no longer holds more than 50% of the entire shareholding in the Company.

2.1.4. The costs and expenses to be incurred in connection with the incorporation of ISEC Myanmar, including but not limited to application fees payable to the CRO, shall be borne by the Parties in accordance with their relevant shareholding proportion.

2.2. Business of ISEC Myanmar

2.2.1. ISEC Myanmar shall principally carry out the business of operating and administering one or more ophthalmology centres providing medical consultations and services in Myanmar, in accordance with international standards and practices and Applicable Laws ("**Business**"). As part of the initial phase of the Business, the Parties agree that the Business shall be undertaken in Yangon, and any future expansion of the Business, including opening of additional centres or clinics within or outside of Yangon, shall be mutually agreed amongst the Parties.

2.2.2. In the event that a new entity or non-wholly owned subsidiary of ISEC Myanmar is being established pursuant to such expansion, whether through the collaborative effort between the Parties, or through each Party's individual effort, each Party shall have the right of first refusal to participate in such new entity or subsidiary, pro rata to its shareholding within ISEC Myanmar, and the relevant Parties shall not proceed unless this right of first refusal has been exercised or waived by the relevant Party or Parties. Unless ISEC holds at least 51% interest within such new entity or subsidiary, Next Tier, Pyae and/or Dr. Win shall not use the name "ISEC" within the name of such new entity or subsidiary. For the avoidance of doubt, the right of first refusal set out within this **Clause 2.2.2** shall be limited to activities within Myanmar only.

2.3. Share Capital of ISEC Myanmar

2.3.1. The authorised share capital of ISEC Myanmar shall be USD5,000,000.00 divided into 5,000,000 Ordinary Shares.

2.3.2. All Ordinary Shares shall rank pari passu in all respects with each other.

2.3.3. The initial issued share capital of ISEC Myanmar shall be USD 1,500,000.00 comprising 1,500,000 Ordinary Shares of which 200,000 Ordinary Shares shall be issued as fully-paid up Ordinary Shares upon incorporation of ISEC Myanmar, while the remaining USD 1,300,000.00 comprising 1,300,000 Ordinary Shares shall be issued, in accordance with **Schedule 1** of this Agreement. USD 3,500,000.00 comprising 3,500,000 Ordinary Shares shall be issued pro-rata to each Party in accordance with the shareholding percentage of each Party set out at **Clause 2.4**, as unpaid Ordinary Shares.

2.3.4. The Parties agree that the Board shall be authorised to make calls on the Parties at any time in respect of the monies which are unpaid on the Parties' Ordinary Shares, upon such terms as the Board deems fit, provided the amount which will ultimately be paid by a Party for its initial Ordinary Shares shall be in accordance with the shareholding percentage of each Party set out at **Clause 2.4**. For the avoidance of doubt, the Board resolution approving the Directors making calls on the unpaid amounts of the Ordinary Shares shall not be a Reserved Matter.

2.4. Shareholding Percentage

2.4.1. During the term of this Agreement, unless varied by mutual consent of all the Shareholders in writing or varied as a result of any transfer of Shares by any Shareholder in accordance with the terms of this Agreement or by an issuance of Shares in accordance with the provisions of this Agreement, the shareholding percentage of the Parties shall be as follows:

Shareholder	**Shareholding Percentage**
ISEC	51%
Next Tier	33%
Pyae	11%
Dr. Win	5%

2.4.2. In the event that the changes in Applicable Laws impose restrictions and/or conditions in respect of the equity structure of ISEC Myanmar (including but not limited to a reduction of foreign equity participation in the shareholding of ISEC Myanmar), then the Shareholders shall immediately negotiate in good faith to determine the manner and the extent to which

the terms and conditions of this Agreement may be modified in order to provide a solution acceptable to all Parties.

2.5. Pre-emption Rights

2.5.1. The decision to issue further Shares in ISEC Myanmar is a Shareholders' Reserved Matter and any Shares to be issued shall before they are issued, be offered to the Shareholders in proportion to their then existing shareholdings in ISEC Myanmar.

2.5.2. Where any offer referred to in **Clause 2.5.1** has been made by ISEC Myanmar and a Shareholder fails or declines to accept such offer within (30) days or such other period specified by ISEC Myanmar in its offer, then such unsubscribed Shares shall be offered to the remaining Shareholders in proportion to their shareholdings in ISEC Myanmar, which shall be subscribed within a period of thirty (30) days. Any Shares remaining unsubscribed thereafter shall, at the discretion of the Directors, either not be issued or alternatively, be issued to a third party which has been approved by the Directors.

3. ESTABLISHMENT OF THE CENTRE

3.1. Acquisition of Lease

3.1.1. The Parties shall, as soon as possible after the incorporation of ISEC Myanmar, cause the Board to meet and to take all action as is necessary to forthwith identify the relevant premises, enter into negotiations with the landlord of the premises for the rental by ISEC Myanmar of such premises and enter into an appropriate tenancy agreement with the landlord and thereafter to commence renovation and refurbishment works, all upon such terms and specifications as the Board thinks fit.

3.2. Requisite Approvals

3.2.1. The Parties, shall as soon as possible following the incorporation of ISEC Myanmar, cause ISEC Myanmar to forthwith apply for all requisite approvals, licences and permits as are required under all Applicable Laws for the establishment, maintenance and operation of the Businesses, including but not limited to:

(i) pre-approval and private healthcare licence under the Private Healthcare Law;

(ii) general business licence from the Yangon City Development Committee; and

(iii) approval from the MIC to enter into long-term leases under the Myanmar Investment Law 2016.

3.2.2. In the event that ISEC Myanmar expands the Business, resulting in opening of more than one Centre, the Parties shall endeavour to apply for the relevant approvals as set out in **Clause 3.2.1** (if applicable) as soon as reasonably practicable.

4. OBLIGATIONS OF THE PARTIES

In the interest of promotion and development of the Business, the Parties shall specifically undertake the following obligations set out in this Clause 4 on a best-efforts basis.

4.1. ISEC's Obligations

ISEC's obligations shall include:

4.1.1. preparing business plans and financial projections, in consultation with the Parties, for ISEC Myanmar;

4.1.2. providing technical knowledge, expertise and data support in setting up one or more Centres;

4.1.3. providing training, continuous technical support, sharing of technical knowledge and technology to employees and medical practitioners of the Centres;

4.1.4. procuring secondment of ISEC Group's employees or medical practitioners practising within the ISEC Group private healthcare services facilities, to ISEC Myanmar;

4.1.5. arranging visits from reputable doctors from Singapore or Malaysia to ISEC Myanmar as visiting doctors in the Centres;

4.1.6. procuring trade and group discounts from medical equipment and pharmaceutical suppliers who may already have existing relationships with ISEC or ISEC Group; and

4.1.7. providing reasonable assistance to Next Tier as may be required by it, in connection with the applications for regulatory approvals required under the Applicable Laws for operation of the Centres.

4.2. Next Tier's Obligations

Next Tier's obligations shall include:

4.2.1. providing assistance and relevant data to ISEC for its preparation of business plans and financial projections for ISEC Myanmar; and

4.2.2. overseeing and leading all regulatory processes in connection with obtaining one or more regulatory approvals required under the Applicable Laws (including those set out in **Clause 3.2.1**) for operation of the Centres, with assistance from the Parties as may be reasonably required.

4.3. Pyae's Obligations

Pyae's obligations shall include:

4.3.1. identifying, recommending, and negotiating with suitable ophthalmologists and medical practitioners, duly qualified/registered to practise ophthalmology in Myanmar, to join one or more of the Centres as ophthalmologists or medical practitioners;

4.3.2. providing knowledge and experiences in setting one or more Centres; and

4.3.3. providing reasonable assistance to Next Tier as may be required by it, in connection with the applications for regulatory approvals required under the Applicable Laws for operation of the Centres.

4.4. Dr. Win's Obligations

Dr. Win's obligations shall include:

4.4.1. identifying, recommending, and negotiating with suitable ophthalmologists and medical practitioners, duly qualified/registered to practice ophthalmology in Myanmar, to join one or more of the Centres as ophthalmologists or medical practitioners;

4.4.2. establishing good relationships between ophthalmologists and medical practitioners, from Myanmar and outside of Myanmar;

4.4.3. negotiating and mediating in good faith any disputes which may rise between the ophthalmologists and medical practitioners practising at the Centre and ISEC Myanmar; and

4.4.4. providing reasonable assistance to Next Tier as may be required by it, in connection with the

applications for regulatory approvals required under the Applicable Laws for operation of the Centres.

5. DIRECTORS

5.1. Board of Directors

5.1.1. Unless otherwise agreed by all the Shareholders in writing, ISEC Myanmar shall have not more than five (5) Directors.

5.1.2. Unless the Parties agree otherwise, ISEC shall be entitled to appoint three (3) persons as Directors (collectively, "**ISEC Directors**", individually, "**ISEC Director**") and **Next Tier**, shall be entitled to appoint two (2) persons as Directors (collectively, "**Next Tier Directors**", individually, **"Next Tier Director**"). To this end, the Parties shall take all necessary action (including exercising their voting rights and/or procuring their Corporate Representatives to exercise his/her voting rights) to appoint the Directors as applicable.

5.1.3. In the event that there is a change in respective shareholding percentage of the Shareholders from that stated in **Clause 2.4**, the number of Directors each Shareholder is entitled to nominate shall be based on such resulting shareholding proportion, unless otherwise mutually agreed by the Parties.

5.1.4. The office of a Director appointed by any Shareholder shall be vacated if he is removed from office by the Shareholder appointing such Director who shall thereafter be entitled to appoint another Director in place thereof. Any such appointment or removal shall be in writing served on ISEC Myanmar, and shall take effect in accordance with the Applicable Laws after the notice is delivered to the ISEC Myanmar. A Shareholder shall forthwith remove its nominee Director from office if such Director, being a medical practitioner, has been struck off from the Myanmar Medical Council Register. Each Shareholder shall procure that any Director nominated by it and who has resigned from the office of a Director, issues to ISEC Myanmar a written letter of resignation which shall also contain an acknowledgement that as at the date of the resignation letter, he/she has no claim against ISEC Myanmar for compensation for loss of office, redundancy or unfair dismissal or otherwise howsoever.

5.1.5. The Directors appointed as aforesaid shall be subject to retirement and be eligible to re-election at every annual General Meeting in accordance with the Applicable Laws, such that the Board composition shall not deviate from that originally appointed pursuant to **Clause 5.1.2** unless there are other appointments and removals pursuant to **Clause 5.1.4**.

5.1.6. The business and affairs of ISEC Myanmar shall be managed by the Board for the time being of ISEC Myanmar in accordance with this Agreement and the M&AA.

5.2. Board Meetings

A meeting of the Board shall be held at such times as the Board shall determine. Unless otherwise agreed by all the Directors, a physical meeting of the Board and a virtual meeting by way of video or teleconferencing means shall each be held at least one (1) time in each calendar year. All physical meetings of the Board shall be held in Yangon, Myanmar unless otherwise agreed in writing by all Directors. The schedule of Board meetings for each calendar year shall be agreed upon by the Board prior to the start of each calendar year.

5.3. Alternate Directors

Any Director may appoint any person, including the other remaining Directors, to be an alternate Director, provided prior written notice is served on ISEC Myanmar. In the absence of the appointer's Director, every alternate Director shall be entitled to attend and vote at the meeting of the Board and to participate in the management of the business of ISEC Myanmar in the same way and to such extent as the Director appointing him is entitled to so participate. Where such alternate Directors represent more than one (1) Director and/or is also himself a Director, such alternate Director shall be entitled to one (1) vote for every Director he represents and one (1) vote in his own capacity as a Director.

5.4. No Shareholding Qualification

There shall not be any requirement for shareholding qualification for Directors.

5.5. Chairman

The chairman of the Board ("**Chairman**") shall be one of the Directors collectively nominated by Next Tier. The Chairman shall chair all Board and Shareholders' meetings. In his absence at any such meeting, any of the other Directors nominated by Next Tier, and failing such person, any of the other Directors present shall be elected to be Chairman for that meeting only. No fees shall be payable by ISEC Myanmar to the Chairman unless the approval of the Shareholders (as a Shareholders' Reserved Matter) has been obtained for the payment.

5.6. Quorum for Board Meetings

The Parties agree that no business shall be transacted at any meeting of the Board unless a quorum is present. The quorum necessary for the meeting of the Board or any committee of the Board shall be no less than two (2) Directors comprising at least one (1) ISEC Director and one (1) Next Tier Director. In the event that within thirty (30) minutes from the time appointed for holding a meeting, there shall be no quorum for the meeting convened, the meeting shall automatically be adjourned to the same day (or if that day is not a Business Day, on the Business Day falling immediately after that day) in the following week and at the same time and place or to such other day, time and/or place as the Chairman may decide.

5.7. Summoning of Meeting of the Board

Any Director may at any time summon a meeting of Directors and shall provide notice for such meeting in accordance with **Clause 5.8** below.

5.8. Notice and Agenda for Board Meetings

5.8.1. At least fourteen (14) days' notice shall be given for any meeting of the Board unless otherwise agreed by the majority of the Board or by a written Board resolution (signed by a majority of the Board) or approved at a Board meeting where the majority of the Directors voted in favour thereof. Such notice shall be accompanied by an agenda of the meeting. The notice and agenda may be sent by e-mail to be followed immediately by confirmation in writing sent by e-mail

5.8.2. Subject to Applicable Laws and the M&AA, Directors may participate in a meeting through the use of video conferencing, conference telephone or similar telecommunications equipment and such Directors shall be considered present in person so long as all Directors participating in such meeting can hear one another. Such a meeting shall be deemed to take place where the largest group of Directors present for purposes of the meeting is assembled or, if there is no such group, where the Chairman of the meeting is present.

5.8.3. The minutes of any Board meeting (whether involving the use of video conferencing, conference telephone or similar telecommunications equipment or otherwise) shall be recorded and circulated to all Directors present at such meeting within a period of fourteen (14) days after such meeting. Subject to Applicable Laws and the M&AA, the minutes of a Board meeting signed by the Chairman of the meeting shall be conclusive evidence of any resolution of any meeting so conducted.

5.9. Voting

Subject to **Clause 5.10**, all business arising at any meeting of the Board or of any committee of the Board shall be decided by a majority of the Directors present and voting. Each Director shall be entitled to one (1) vote. For the avoidance of doubt, the Parties hereby agree that in the event of an equality of votes, the Chairman shall have a casting vote but this right shall be subject to **Clause 5.10**.

5.10. Board Reserved Matters

5.10.1. A Board resolution (including a resolution of any committee of the Board) in connection with a Board Reserved Matter shall be passed only if such resolution has been approved by a majority of the Directors, comprising at least one ISEC Director and one Next Tier Director.

5.10.2. The Parties shall ensure that ISEC Myanmar does not undertake any actions relating to or contemplated as a Board Reserved Matter, without having such matter approved in the manner referred to in **Clause 5.10.1** .

5.11. Board Resolutions in Writing

5.11.1. A resolution of the Board which is in writing (including facsimile transmission) shall be as valid and binding as if such resolution had been passed at a duly convened meeting of the Board if:

(i) it is a Board Reserved Matter, signed by all the Directors; or

(ii) it is not a Board Reserved Matter, signed by a majority of the Directors, comprising at least one ISEC Director and one Next Tier Director.

5.11.2. For the purposes of **Clause 5.11.1**, the resolution in writing may be signed in counterparts, provided the number of counterparts and signatures are in accordance with the requirements set out in **Clause 5.11.1**.

5.12. Medical Director (Licence) and Medical Director (CEO)

5.12.1. The Parties agree that a Medical Director (Licence) shall be appointed for the Centre and that the Medical Director (Licence) shall at all times be a registered medical practitioner nominated by ISEC.

5.12.2. The Parties further agree that a Medical Director (CEO) shall be appointed by ISEC and he/she shall at all times be responsible for the day-to-day running and operation, administration and management of the Business and the Centre respectively, and shall be directly accountable to the Board. The Medical Director (CEO) shall at all times be a person nominated by ISEC and he/she need not be a registered medical practitioner. It is possible for a person who is the Medical Director (Licence) to also hold the position of Medical Director (CEO).

5.12.3. The fees and/or remuneration if any, as well as other benefits accorded to the Medical Director (Licence) or Medical Director (CEO) shall be subject to the approval of the Board (as a Board Reserved Matter).

5.12.4. For the avoidance of doubt, the Medical Director (Licence) and Medical Director (CEO) need not be a Director appointed to the Board.

5.13. Accountant

5.13.1. The Parties agree that the Accountant shall be appointed by Next Tier.

5.13.2. The Parties shall ensure that the Accountant holds necessary qualifications, and has requisite experience and competency to fulfil the financial reporting requirements of ISEC Myanmar in accordance with the Myanmar Financial Reporting Standards or the internal accounting standards of ISEC Group (including the Singapore Financial Reporting Standards), whichever is applicable.

5.13.3. The Parties shall ensure that the Accountant shall be responsible for the proper book-keeping of the financial records, taxation, management reporting and cashflow management of the Business in accordance with the aforementioned standards at **Clause 5.13.2**, and shall be directly accountable to the Medical Director (CEO) and the Board.

6. GENERAL MEETINGS

6.1. Quorum

6.1.1. No business shall be transacted at any General Meeting unless a quorum is present. The quorum necessary for a General Meeting shall be two (2) Shareholders present by Corporate Representatives, attorney or by proxy comprising one (1) person representing ISEC and one (1) person representing Next Tier.

6.1.2. If within thirty (30) minutes from the time appointed for the holding of a General Meeting such quorum is not present, the meeting shall stand adjourned to the same day (or if that day

is not a Business Day, on the Business Day falling immediately after that day) in the following week and at the same time and place or to such other day as the Chairman may decide. If at such adjourned meeting such quorum is not present within thirty (30) minutes from the time appointed for holding the meeting, the Shareholder(s) present at such adjourned General Meeting shall form a quorum.

6.2. Notices

Subject to Applicable Laws, at least fourteen (14) days' notice (in the case where only ordinary resolutions are to be passed) or at least twenty-one (21) days' notice (in the case where special or extraordinary resolutions are to be passed) shall be given before a General Meeting is convened, unless otherwise unanimously agreed to in writing by all the Shareholders entitled to receive notices of meetings. Such notice shall be accompanied by an agenda of the meeting and in the case where special or extraordinary resolutions are to be passed, accompanied also by a statement specifying the general nature of such business and the effect of any proposed resolution in respect of such special business. The notice and agenda may be sent by e-mail to be followed immediately by confirmation in writing sent by e-mail.

6.3. Voting

Subject to **Clause 6.4**, unless a poll is demanded, voting at any General Meeting shall be by way of a show of hands and any resolution to be passed at a General Meeting shall be with the approval by the majority of votes of the Shareholders present. Each Ordinary Share shall confer on the holder thereof the right to one (1) vote.

6.4. Shareholders' Resolution in Writing

Subject to Applicable Laws, a resolution of the Shareholders which is in writing (including facsimile transmission) and which is signed by all the Shareholders shall be as valid and binding as if such resolution had been passed at a duly convened meeting of the Shareholders. For the purposes of this **Clause 6.4**, the resolution in writing may comprise two (2) or more instruments in like form each signed by one (1) or more Shareholder.

6.5. Shareholders' Reserved Matters

A shareholders' resolution in connection with a Shareholders' Reserved Matter shall be passed only if such resolution has been approved by a majority of the votes of the Shareholders present, representing at least 75% of the total issued and paid up Shares of ISEC Myanmar, provided always

that the vote from Next Tier shall be counted towards such 75%, as long as Next Tier holds at least 20% or more of the total issued and paid up Shares of ISEC Myanmar.

6.6. Proxies and Representatives

6.6.1. A corporate Shareholder may by resolution of its board of directors or other governing body authorise such person as it thinks fit to act as its representative ("**Corporate Representative**") at any General Meeting and shall forward to ISEC Myanmar before the General Meeting, a certificate under the common seal or a board resolution of the corporate Shareholder appointing a Corporate Representative to attend and exercise the same powers on behalf of the corporation as if it was an individual Shareholder.

6.6.2. A corporate Shareholder shall be deemed present at the General Meeting where the Corporate Representative of the relevant corporate Shareholder is present.

6.6.3. Should any Shareholder or Corporate Representative, as the case may be, be unable to attend any General Meeting for any reason whatsoever, a proxy may be appointed by the Shareholder, to attend and vote for and on behalf of such Shareholder at the General Meeting. The appointment of a proxy must be effected in accordance with the relevant constitutive document of the relevant corporate Shareholder.

7. RESTRICTION ON TRANSFER OF SHARES

7.1. Transfer of Shares

7.1.1. Subject to **Clause 7.2**, Shares or any interest in Shares shall not be transferred or disposed of other than in accordance with the following sub-clauses and **Clause 7** in entirety:

(i) The Shareholder ("**Offeror**") proposing to transfer or dispose all or any portion of its Shares or interest in such Shares ("**Offer Shares**") shall make an offer in writing ("**Offer**") to the other Shareholders ("**Offeree(s)**") in proportion to the then shareholding of the Offerees in ISEC Myanmar stating the price at which the Offeror proposes to transfer or dispose the Offer Shares ("**Offer Price**"). The Offer shall remain open for acceptance for a period of thirty (30) days from the date of the Offer ("**Offer Period**"). For the avoidance of doubt, the Offer Price shall be an amount equivalent to the Auditor's Value.

(ii) If any but not all Offerees accept the Offer, then the Offeree(s) who has/have accepted its portion of the Offer Shares ("**Willing Offeree(s)**") shall be given the option to purchase the declining Offeree(s)’ entitlement, and so long as all the Offer Shares are accepted for purchase by the Willing Offeree(s), the Offeror shall

not have any right to sell the Offer Shares to a third party. If not all of the Offer Shares have been accepted for purchase by the Willing Offeree(s), then the Offeror shall be entitled to withdraw all Offers (even those which have been accepted by a Willing Offeree(s)) and/or be at liberty to sell all of the Offer Shares to any third party ("**Third Party**"), at the Offer Price and on terms no more favourable than the terms of the Offer which was revoked.

(iii) Any offer to a Third Party by the Offeror ("**Third Party Offer**") shall be open for acceptance for forty-five (45) days from the date of the Third Party Offer (which shall be copied to the Offeree(s)) and shall be subject to the Offeree(s)' approval in writing of the Third Party. Each of the Offeree(s) shall notify the Offeror of whether or not the Third Party is acceptable to the Offeree within fourteen (14) days from the date the offer is made to the Third Party but the Offeree(s) is not entitled to be unreasonable in withholding its approval. For the avoidance of doubt,

(a) the Offeror is entitled to make Third Party Offers to more than one (1) Third Party simultaneously, and the Offeror shall provide the Offeree(s) with all information and details of the Third Party(ies) as may be reasonably requested by the Offeree, and

(b) notwithstanding that the Offeror is entitled to make Third Party Offers to more than one (1) Third Party simultaneously, the Offeror may sell all the Offer Shares to only one (1) Third Party, unless the approval of the Offeree(s) have been obtained for such sale to more than one (1) Third Party.

(iv) Tag Along Right

(a) In the event that the Third Party Offer is in respect of twenty per centum (20%) or more of the Shares in ISEC Myanmar, the Offeree in granting its approval of the Third Party under **Clause 7.1.1(iii)** shall be entitled to impose as a condition thereto, that the Offeror shall procure that the Third Party acquires all of the Offeree's Shares at the same price per Share as such Third Party is to pay to the Offeror and on the same terms and conditions as such Third Party acquires the Offeror's Shares ("**Tag Along Condition**").

(b) Where a Tag Along Condition has been imposed by an Offeree, then the Offeror shall only transfer, sell or dispose of the Offer Shares to the Third Party if, at the same time, the Third Party acquires from the Offeree, all of the Offeree's Shares at the same price and on the same terms and

conditions as the Third Party's acquisition of the Offeror's Shares.

(c) In the event that no Tag Along Condition has been imposed, then the Offeror shall be at liberty to sell the Offer Shares to such approved Third Party in accordance with **Clause 7.1.1(iii)** above.

(v) Drag Along Right

(a) In the event that none or not all of the Offerees imposed a Tag Along Condition and in the event further that the Third Party is unwilling to proceed with its purchase of the Offer Shares without acquiring all of the remaining Shares, then the Offeror shall be entitled to require all of the other Shareholders ("**Called Shareholders**") to sell and transfer all of their Shares to the Third Party in accordance with the provisions in **Clause 7.1.1(v)(b)** to **Clause 7.1.1(v)(f)** ("**Drag Along Right**").

(b) The Offeror may exercise the Drag Along Right by giving written notice ("**Drag Along Notice**") to the Called Shareholders at any time before the transfer of the Offeror's Shares to the Third Party. A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their Shares ("**Called Shares**") pursuant to **Clause 7.1.1(v)(a)**, the person to whom they are to be transferred, the consideration for which the Called Shares are to be transferred (calculated in accordance with **Clause 7.1.1(v)(d)** and the proposed date of transfer.

(c) Drag Along Notices shall be irrevocable but will lapse if for any reason there is no sale of the Offeror's Shares by the Offeror to the Third Party within sixty (60) days after the date of service of the Drag Along Notice. The Offeror shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

(d) The consideration (which shall be paid to the Called Shareholders in cash) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be whichever is the higher of:

AA. the same price per Share as that payable by the Third Party to the Offer or; or

BB. the price per Share as established by the Auditor's Value.

(e) Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Offeror's Shares

unless all of the Called Shareholders and the Offeror agree otherwise.

(f) The rights of pre-emption set out in **Clause 7.1.1(i)** shall not arise on any transfer of shares to a Third Party pursuant to a sale in respect of which a Drag Along Notice has been duly served.

(vi) In the event that the Offeror fails to sell all the Offer Shares to any Third Party as aforementioned and wishes to make another offer to sell the Offer Shares, then such new offer shall be made in accordance with the procedures set out in **Clause 7.1.1(i)** to **Clause 7.1.1(i)(v)**.

(vii) A copy each of every Offer, every Third Party Offer and any notice accepting or rejecting such an offer shall be forwarded by the Offeror to each of the Offeree(s)/if applicable, other Offeree(s) within two (2) Business Days of the Offeror's issuance or receipt thereof.

(viii) If any Shareholder does not on the proposed completion date of the sale (pursuant to any sub-clause in **Clause 7.1.1** or any sub-clause in **Clause 10.3**) of the Shares, Offer Shares or Called Shares (as the case may be), execute and deliver to the transferee, transfer(s) in respect of all such shares held by him, the defaulting Shareholder shall be deemed to have irrevocably appointed a person nominated by the Offeror to be his agent and attorney to execute all necessary transfer(s) on his behalf and against receipt by ISEC Myanmar (on trust for such Shareholder) of the purchase monies or any other consideration payable for the Shares, deliver such transfer(s) to the transferee and the Board shall forthwith register the transferee as the holder thereof and, after the transferee has been registered as the holder, the validity of such proceedings shall not be questioned by any person. It shall be no impediment to registration of the shares under this **Clause 7.1.1(viii)** that no Share certificate has been produced.

7.1.2. Unless otherwise required by Applicable Laws or any relevant authority or unless otherwise provided in this Agreement (including by **Clause 7.1.1**), any transfer of Shares by any Shareholder may be of all or a part only of such Shareholder’s Shares.

7.2. Moratorium on Sale of Shares

Notwithstanding anything contained herein (including **Clause 7.1**), no Share may be sold, disposed of, transferred or allotted to any person (who is not a Party) for a period of two (2) years from the date of execution of this Agreement.

7.3. No Sale or Charge

No Shareholder shall do any one or more of the following actions without the prior written consent of the other Shareholders:

7.3.1. pledge, mortgage (whether by way of fixed or floating charge) or otherwise encumber its legal or beneficial interest in its Shares;

7.3.2. enter into any agreement in respect of the votes attached to the Shares; or

7.3.3. agree, whether or not subject to any condition precedent or subsequent, to do any of the foregoing.

8. MANAGEMENT OF THE BUSINESS

8.1. Funding of ISEC Myanmar

8.1.1. If ISEC Myanmar requires funding in addition to the capital provided by the Shareholders, the Parties shall cause ISEC Myanmar to use its best endeavours to obtain such funding from a third-party lender upon terms that there shall be no recourse by the lender to the Shareholders and upon such other favourable terms which can reasonably be expected to be obtained in the open market.

8.1.2. In respect of any loans or credit facilities taken by ISEC Myanmar from a third party lender, if non-recourse financing cannot be obtained and the lender requires the provision of any undertakings or guarantees, the sums secured by such undertakings or guarantees shall be apportioned between the Shareholders in proportion to their respective shareholdings in ISEC Myanmar's issued capital at the time of providing such undertakings or guarantee, and all such guarantees are to be given on a several basis.

8.1.3. In the event that external financing is not available or is insufficient to meet any future financial requirements of ISEC Myanmar, the Shareholders shall provide shareholders' loans to ISEC Myanmar in proportions which are proportionate to their respective shareholdings in ISEC Myanmar at the date on which the respective loans are to be made, on such terms and conditions as the Board may determine and as are acceptable to the Shareholders, provided that such conditions shall apply equally to all Shareholders.

8.1.4. Notwithstanding the foregoing, if the Board determines in good faith and after due commercial considerations that additional shareholders' equity is necessary, the Shareholders shall take all relevant action (including approving the requisite Shareholders' resolution approving the share issue as a Shareholders' Reserved Matter) cause ISEC Myanmar to issue such number of additional Shares as the Board may recommend. Such

additional Shares shall be offered to the Shareholders for subscription in proportion to their pro rata shareholdings in ISEC Myanmar and upon such terms as determined by the Board including the number of days for the Shareholders to accept the offer and the issue price of the Shares. The Board shall take into account the fair value of ISEC Myanmar as a going concern and the net tangible asset value of ISEC Myanmar in determining the issue price of the Shares offered to the Shareholders.

8.1.5. In offering such Shares to the Shareholders, the Board shall cause ISEC Myanmar to issue a written notice specifying the number of such additional Shares offered and reasonably limiting the time within which the offer if not accepted will be deemed to be declined and after the expiration of that time or on the receipt of an intimation from any Shareholder to whom the offer is made that it declines to accept the additional Shares offered, the other Shareholders shall be entitled to subscribe to all such additional Shares and if more than one other Shareholder desires to so subscribe, then pro rata between them in the proportion that their respective shareholdings in ISEC Myanmar bear to one another (notwithstanding that it will result in the dilution of the shareholding of the Shareholder who had declined to accept ISEC Myanmar's offer).

8.2. Conduct of the Business

Each Shareholder undertakes as follows:

8.2.1. to exercise all voting rights and powers of control available to it in relation to ISEC Myanmar so as to give full effect to the terms and conditions of this Agreement including, where appropriate, the carrying into effect of such terms as if they were embodied in the M&AA;

8.2.2. to procure that the Directors nominated by it and its other representatives to support and implement all reasonable proposals put forward at Board and other meetings of ISEC Myanmar for the proper development and conduct of the Business as contemplated in this Agreement and to procure that all third parties directly or indirectly under its control shall refrain from acting in a manner which will hinder or prevent ISEC Myanmar from carrying on the Business in a proper and reasonable manner; and

8.2.3. generally to use its best endeavours to promote the interests of ISEC Myanmar and the Business in accordance with sound and good business practice and the highest ethical standards.

8.3. Research and Development

8.3.1. The Parties agree that during the term of this Agreement, ISEC Myanmar may (through its employees, agents or otherwise) undertake research and development activities to inter alia,

develop new technology, Intellectual Property, know-how, improvements, enhancements or modifications to ophthalmic and medical practice ("**Research**"). Subject to any agreements between ISEC Myanmar and a Pioneer or made with any other medical consultants providing services to ISEC Myanmar as approved by the Board, ISEC Myanmar shall have the sole right, title and interest in the results obtained in the Research and in any Intellectual Property whether such results are registrable or not.

8.3.2. ISEC further undertakes to provide training and technical support to ISEC Myanmar, including but not limited to the sharing of technology, and facilitating training by ISEC doctors.

8.4. Limit of Authority

8.4.1. The level of authority for the operational expenses are as follows:

Amount	**Approval required**	**Reporting Requirements**
</= USD10,000	Medical Director or CEO	Monthly reports to the BOD
USD10,001 to USD50,000	Next Tier	Monthly reports to the BOD
USD50,001 to USD100,000	ISEC and Next Tier	Board to convene a General Meeting of Shareholders for their approval

8.4.2. The authorization required for the write-off of assets or debts, including amounts due from patients, corporate entities or third parties for each financial year is as follows:

Amount	**Approval required**	**Reporting Requirements**
</= USD10,000	Medical Director or CEO	Monthly reports to the BOD
USD10,001 to USD50,000	Next Tier	Monthly reports to the BOD
USD50,001 to USD100,000	ISEC and Next Tier	Board to convene a General Meeting of Shareholders for their approval

9. REPRESENTATIONS AND WARRANTIES

9.1. Representations and Warranties of the Parties

Each of the Parties hereby represents and warrants to the other Party as follows:

9.1.1. that it has the power and capacity to execute, deliver and perform the terms of this Agreement;

9.1.2. that this Agreement constitutes the legal, valid and binding obligations of such Party in accordance with its terms;

9.1.3. that the execution, delivery and performance of this Agreement, will not exceed any power granted to such Party or violate the provisions of any law or regulation or any order or decree of any governmental authority, agency or court to which it is subject;

9.1.4. that it has not been wound up and no winding up petition has been presented against it, no action has been taken to wind up or notice given of an intention to commence such action, and no receiver and or manager has been appointed over or in respect of its assets or any part thereof; and

9.1.5. that all consents, licences, approvals, authorisations, orders and exemptions which are required to be obtained by it from any Ministry, agency, department or authority in Myanmar or elsewhere in Myanmar or elsewhere for or in connection with the execution, delivery, performance, legality or enforceability of this Agreement have been obtained and are in full force and effect.

9.2. Conditions of Representations and Warranties

Each of the Parties hereby represents and warrants to the other Party that each of the representations and warranties contained in Clause 9.1 to the extent that it is applicable to such Party:

9.2.1. is true and accurate in all respects as at the date of this Agreement and for the avoidance of doubt the Parties hereby confirm that the said representations and warranties are intended by the Parties to be true and accurate throughout the duration of this Agreement; and

9.2.2. are separate and independent warranties and save as herein otherwise expressly provided, shall not be limited by reference to any other provisions hereof or by anything in this Agreement.

10. TERMINATION

10.1. Term of Agreement

10.1.1. Except as otherwise herein provided, this Agreement shall be effective from the date of this Agreement and continue in full force and effect without limit in point of time until the earlier of the following events:

(i) the Shareholders unanimously agree to terminate this Agreement; or

(ii) an effective resolution is passed or a binding order is made for the winding up of ISEC Myanmar; or

(iii) failing to remedy an Event of Default in the manner set out in **Clause 10.3**,

provided, however, that this Agreement shall cease to have effect as regards any Shareholder who ceases to hold any Shares save for any provisions hereof which are expressed to continue in force thereafter.

10.1.2. The provisions of this Agreement that by their nature and context are intended to survive the expiration or termination of this Agreement, including but not limited to **Clauses 11.10**, **0**, **11.12**, **11.13**, **11.14**, **11.16**, **11.17**, **11.18**, **0, 11.23** and **11.24** shall so survive any expiration or earlier termination of this Agreement.

10.2. Event of Default

An Event of Default shall be deemed to have occurred if in relation to any of the Parties ("**Defaulting Party**"):

10.2.1. a Defaulting Party has materially breached any of the provisions of this Agreement and any of the other Shareholders ("**Non-Defaulting Party**") has served a written notice on the Defaulting Party stating that the Defaulting Party has materially breached a provision of this Agreement and if the breach is capable of being remedied, requiring the Defaulting Party to remedy such breach within fourteen (14) Business Days from the date of such notice; or

10.2.2. the Defaulting Party becomes bankrupt, insolvent, is unable to pay its debts when it falls due, takes any action or other steps are taken or legal proceedings are started for its winding-up, dissolution, administration or re-organisation or for the appointment of a liquidator, receiver, manager, administrator, administrative receiver or similar officer of it or of a substantial

portion of its revenues or assets and, where applicable, no court order is granted or made to strike out, stay, dismiss or discharge such steps or proceedings within sixty (60) days of the occurrence of any such event or if such court order is granted or made within the said sixty (60) days, the court subsequently makes final orders for the winding-up, dissolution, administration or re-organisation or for the appointment of a liquidator, receiver, manager, administrator, administrative receiver or similar officer; or

10.2.3. any event occurs which under the laws of any jurisdiction has a similar or analogous effect to any of those events mentioned in **Clause 10.2.2**; or

10.2.4. any change in the shareholding in ISEC Myanmar, by either Party without the prior written approval of other Party, shall be the Defaulting Party.

10.3. Remedies upon Default

10.3.1. Upon the occurrence of an Event of Default, any Non-Defaulting Party may, by written notice served on the Defaulting Party within thirty (30) days of the Event of Default coming to the actual notice of the Non-Defaulting Party, require the Defaulting Party to make a written offer ("**Default Offer**") to sell to all the Non-Defaulting Parties all but not part only of the Shares of the Defaulting Party ("**Default Shares**") at the Auditor's Value, in proportion to the relevant shareholding of the Non-Defaulting Parties at the applicable time. The Default Offer shall remain open for acceptance for a period of thirty (30) days from the date of the Offer **(**"**Default Offer Period**").

10.3.2. If any but not all of the Non-Defaulting Parties accepted the Default Offer, then the Non-Defaulting Parties who has/have accepted its portion of the Default Shares ("**Willing Non-Defaulting Parties**") shall be given the option to purchase any declining Non-Defaulting Party's entitlement, and so long as all the Default Shares are accepted by the Willing Non-Defaulting Parties, the Defaulting Party shall not have any right to sell the Default Shares to a third party. If not all of the Default Shares have been accepted for purchase by the Willing Non-Defaulting Parties, then the Defaulting Party shall be entitled to withdraw all Default Offers and shall sell the Default Shares to a third party approved by the Non-Defaulting Parties at the Auditor's Value and on terms no more favourable than the terms of the Default Offer.

10.3.3. Any offer to a third party by the Defaulting Party ("**Third Party Default Offer**") shall be open for acceptance within forty-five (45) days and shall be subject to the Non-Defaulting Parties' approval of the third party. Each of the Non-Defaulting Parties shall notify the Defaulting Party of whether or not the third party is acceptable to the Non-Defaulting Parties within fourteen days from the date the offer is made to the third party. For the avoidance of doubt,

(i) the Defaulting Party is entitled to make Third Party Default Offers to more than one (1) third party simultaneously, and the Defaulting Party shall provide the Non-Defaulting Parties with all information and details of the third party(ies) as may be reasonably requested by the Non-Defaulting Parties, and

(ii) notwithstanding that the Defaulting Party is entitled to make Third Party Offers to more than one (1) third party simultaneously, the Defaulting Party may sell all the Offer Shares to only one (1) third party unless the approval of the Non-Defaulting Parties have been obtained for such sale to more than one (1) Third Party.

10.3.4. A copy of each of every Default Offer, every Third Party Default Offer and any notice accepting or rejecting such an offer shall be forwarded by the Defaulting Party to each of the Non-Defaulting Parties within two (2) Business Days of the Defaulting Party's issuance or receipt thereof.

10.3.5. Notwithstanding anything in **Clauses 10.1**, **10.2**, and **10.3**, the Parties hereby agree that in the event of an Event of Default, the Shareholders shall use their best endeavours to resolve the Event of Default in good faith with a view to reaching a resolution between them as expeditiously as possible.

10.4. Unsold Default Shares

In the event that the Defaulting Party fails to sell all the Default Shares to any third party as aforementioned and agrees to make an offer to sell the Default Shares at a price below the Auditor's Value or on terms more favourable than those offered to the Non-Defaulting Parties, then such a revised offer shall be made by repeating the procedures set out in **Clause 10.3.1** to **Clause 10.3.4**.

10.5. Deadlock

10.5.1. A deadlock shall be deemed to have occurred under this Agreement if any Reserved Matter has been raised at and/or considered by a meeting of the Board or General Meeting and no resolution has been passed by such meeting by reason of a disagreement on the matter and any Shareholder has subsequently notified the others within thirty (30) days after such Board meeting or General Meeting that the matter has not been resolved.

10.5.2. In the event of a deadlock and failing amicable resolution of the matter by the Board, any Shareholder shall be entitled at any time within ninety (90) days of the Board meeting or General Meeting, to serve a notice in writing ("**Conciliation Notice**") on each of the other Shareholder(s) to resolve the deadlock within thirty (30) days of their receipt of the

Conciliation Notice. The Parties shall use their best endeavours and attempt in good faith to resolve the Deadlock, failing which the Parties may refer the matter to the Group CEO of each of ISEC and Group CEO of Next Tier within thirty (30) days, failing which, the Parties shall resolve the deadlock in the manner set out in **Clause 10.5.3**.

10.5.3. In the event that the matter has not been resolved to the mutual satisfaction of each of the Parties pursuant to **Clause 10.5.2**, then:

(i) if the Parties do not wish to continue the Business or wish to sell ISEC Myanmar or the Business to bona fide third parties, the Parties shall wind-up ISEC Myanmar;

(ii) if only one Party wishes to continue the Business, that Party shall cause ISEC Myanmar to engage the Auditor (at ISEC Myanmar's costs), to determine as soon as possible, the Auditor's Value per Share (and the Auditor shall be instructed by ISEC Myanmar not to attribute any premium for a controlling block in ISEC Myanmar or to discount a minority block in ISEC Myanmar) and to serve the Parties and ISEC Myanmar with a written notice of the Auditor's Value per Share ("**Auditor's Notice**"); and within twenty-one (21) days of the date of the Auditor's Notice ("**the Period**"), the Party who wishes to continue the Business shall be obliged to purchase all (but not a part of) the remaining Shareholders' Shares at a price per Share equivalent to the Auditor's Value;

(iii) if both Parties wish to continue the Business, each of them shall submit a bid to the other at the same time, with the process to be managed by the Auditor. The Party (or its appointed nominee) with the highest bid shall purchase the Shares of the other Party, free from all encumbrances and together with all rights of any nature attaching to such shares, including all rights to any dividends or other distributions declared, paid or made after the date of purchase. In the event there are identical highest bids, the process in this clause shall continue until there is only a single highest bid remaining.

10.5.4. In no circumstances shall any Party create an artificial deadlock and then seek to exercise its rights under this **Clause 10.5**. For the purposes of this **Clause 10.5.4**, the expression "**artificial deadlock**" shall mean a deadlock caused by a Shareholder, or Directors nominated by a Shareholder, as the case may be, voting unreasonably in respect of any proposal relating to the Reserved Matter, or in such a manner as to prevent ISEC Myanmar from carrying on the Business properly and efficiently.

10.5.5. If a deadlock has not been resolved within three (3) months pursuant to **Clause 10.5.3**, the

Parties shall submit the deadlock for mediation at the Singapore International Mediation Centre ("**SIMC**"), in accordance with its rules and procedures in force for the time being. Any Party may submit a request to mediate to SIMC upon which the other Parties shall be bound to participate in the mediation within thirty (30) days thereof. Every Party to the mediation shall be represented by senior executive personnel in the case of ISEC and Next Tier, and in person or by proxy in the case of Pyae and Dr Win. The mediator shall be appointed by SIMC. The mediation shall take place in Singapore and be conducted in English. The decision of the mediator shall be final and binding, and Parties agree to be bound by any settlement agreement reached.

11. MISCELLANEOUS

11.1. M&AA

To the extent practicable or advisable, the Shareholders shall ensure that the M&AA shall reflect the provisions of this Agreement and forthwith take all steps as are necessary to procure the amendment of M&AA as soon as possible after the incorporation of ISEC Myanmar or after any amendment to this Agreement which affect the M&AA, so as to reflect the provisions of this Agreement.

11.2. Financial Records, Auditors, and Bank Signatories

11.2.1. The Shareholders shall use their best endeavours to ensure and procure that the Board shall cause proper accounts to be prepared and kept of the assets and liabilities of ISEC Myanmar, all sums of monies received and expended, sale and purchases and such other accounting records as may be recommended by the Auditor of ISEC Myanmar. Such records shall be kept at the registered office and/or the principal place of business of ISEC Myanmar (as determined by the Board) and shall be available for inspection by any of the Shareholders and any of them shall be entitled at its own expense to have an independent audit of the accounts of ISEC Myanmar in addition to the statutory audit to be carried out by the Auditor of ISEC Myanmar.

11.2.2. The Auditor shall be such accounting firm as the Board shall determine and the Board shall also determine the terms of appointment and decide on the termination of the Auditor.

11.2.3. Where this Agreement provides for the Auditor to determine any matter for the purposes of this Agreement (including the Auditor's Value), the following provisions shall apply and the Shareholders shall use all reasonable endeavours to ensure that the Auditor shall comply with the following provisions:

(i) the Auditor will be instructed to determine the matter forthwith (if agreeable by the Auditor, within fourteen (14) Business Days from the confirmation of their

engagement) in accordance with applicable accounting standards, generally accepted accounting principles and general industry practice;

(ii) in making any determination pursuant to this Agreement, the Auditor shall be acting as experts and not as arbitrator, and its determinations will be final and binding upon the Shareholders; and

(iii) the costs of the Auditor in connection with the making of a determination will be borne equally by the Shareholders who are bound by the determination of the Auditor.

11.2.4. The Shareholders shall cause ISEC Myanmar to provide ISEC Myanmar's bankers with the following mandates to operate the bank accounts of ISEC Myanmar:

(i) for payments issued by ISEC Myanmar for amounts of USD10,000.00 or below, two (2) signatures of the authorized person(s) conferred with the requisite authority by Next Tier; and

(ii) for cheques issued by ISEC Myanmar for amounts exceeding USD10,000.00, two (2) signatures each from authorized persons appointed by ISEC and Next Tier collectively.

11.3. Dividend Policy

The Shareholders shall use their best endeavours to ensure and procure that the Board shall, to the extent that there are sufficient profits (after taking into account the net liabilities and financial status of ISEC Myanmar) to declare and pay dividends of at least twenty percent (20%) of the net distributable profits for each year (subject to the Board and the Shareholders having passed the relevant resolutions as a Reserved Matter).

11.4. Notices

11.4.1. Any notice, demand or other communication required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by registered post, or by facsimile (and subsequently posted by the next Business Day), or by e-mail addressed to the intended recipient at the details set out below, as any Party may from time to time duly update to the other Party.

ISEC

Name : ISEC Global Pte. Ltd.

Attention to : Dr. Wong Jun Shyan / Dr. Lee Hung Ming

Address : 101 Thomson Road, #09-01 United Square, Singapore 307591

Telephone : +65 6258 2262

Fax : +65 6259 2272

E-mail : jswong@isecmalaysia.com, hmlee@isec.sg, macy@isec.sg

Next Tier

Name : Next Tier International Company Limited

Attention to : Ms.Khin Ei Ei / Mrs.Hsuwai Htun

Address : Building 16, #3-01, Myanmar ICT Park, Universities' Hlaing Campus, Hlaing Township, Yangon, Myanmar

Telephone : +951230325 ~ 28,

Fax: : +951 654870

E-mail : khineiei@globalnetmm.com, hsuwaihtun@globalnetmm.com

PYAE

Name : Daw Pyae Pyae Thein

Attention to : Pyae Pyae Thein

Address : Building 16, #2-01, Myanmar ICT Park, Universities' Hlaing Campus, Hlaing Township, Yangon, Myanmar

Telephone : +95 9511 0175

Fax : Not applicable

E-mail : PyaePyaethein@gmail.com

<u>Dr .Win</u>

Name	:	Dr. Khin Khin Win
Attention to	:	Dr. Khin Khin Win
Address	:	7, #22-103 Tanjong Pagar Plaza, Singapore 081007
Telephone	:	+65 9800 9137
Fax	:	Not applicable
E-mail	:	cstkkw@gmail.com

11.4.2. Any such notice, demand or communication shall be deemed to have been duly served on the day of delivery if hand delivered, on the next following Business Day in the place of receipt if given by facsimile (and subsequently posted by the next Business Day) or forty-eight (48) hours after posting if given or made by registered post or e-mail and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted, in the case of a facsimile, that such facsimile was despatched to a current facsimile number of the addressee, and in the case of an e-mail, a timestamp evidencing delivery of the email.

11.5. Entire Agreement

This Agreement (together with the Schedule(s) and Appendices hereto) embodies all the terms and conditions agreed upon between the Parties as to the subject matter of this Agreement and supersedes and cancels in all respects all other previous agreements and undertakings, if any, amongst the Parties with respect to the subject matter hereof whether such previous agreements and undertakings be written or oral.

11.6. Amendment

The provisions and terms of this Agreement may at any time and from time to time be varied or amended by mutual consent of the Shareholders by means of a mutual exchange of letters (whether by themselves or through their respective lawyers) or such other means as the Shareholders may agree upon from time to time and thereupon such amendments or variations shall be deemed to become effective and the relevant provisions of this Agreement shall be deemed to have been amended or varied accordingly and shall be read and construed as if such amendments or variations had been incorporated in and had formed part of this Agreement at the time of execution hereof.

11.7. No partnership

Nothing in this Agreement shall be deemed to constitute a partnership between the Shareholders hereto or to constitute any Shareholder as the agent of any other Shareholder for any purpose.

11.8. Further assurance

11.8.1. Each Party shall co-operate with the other Parties and execute and deliver to the other Parties such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out the intended purpose of this Agreement.

11.8.2. Each Shareholder shall perform all its obligations hereunder and do all things necessary and exercise or cause to be exercised its voting power in ISEC Myanmar to implement this Agreement fully and effectively and shall indemnify the other Shareholder against and in respect of all losses, costs, expenses and damages suffered, incurred or arising by reason of any breach of its obligation hereunder.

11.9. Severance

11.9.1. If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any Applicable Laws, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

11.9.2. Notwithstanding the provisions of **Clause 11.9.1**, the Parties shall use their best endeavours to establish a practical and commercial solution to any problem arising out of such invalidity or unenforceability and in all good faith to try and agree a substitute provision which as closely as possible reflects the inoperative provision but which is itself not invalid or unenforceable or prohibited by any Applicable Law.

11.10. Survival of Rights, Duties and Obligations

Termination of this Agreement for any cause shall not release a Party from any liability which at the time of termination has already accrued to other Parties or which thereafter may accrue in respect of any act or omission prior to such termination.

11.11. Costs

11.11.1. Each Party shall bear its own costs and expenses incurred by it in connection with the negotiation, preparation and execution of this Agreement. Stamp duties payable on this Agreement shall be borne by the Parties equally. Stamp duties payable on any instrument of transfer of Shares referred to in this Agreement shall be borne by the transferee.

11.11.2. ISEC Myanmar shall from its own finances, bear all its own costs including if permitted by Applicable Laws, the costs and expenses arising out of and in connection with the incorporation of ISEC Myanmar which shall be funded initially by the Parties in accordance with their proposed shareholdings in ISEC Myanmar referred to in **Schedule 1**. For the avoidance of doubt, ISEC Myanmar's costs include all the costs of renovation and refurbishment works for the premises of the Centre (including but not limited to the costs and expenses of obtaining the relevant approvals and permits from the relevant authorities, the fees, premium, charges and other costs payable in connection with the applications to the relevant authorities and the engagement of advisers, architects and contractors.

11.12. Remedies

No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the Shareholders shall not constitute a waiver by such Shareholder of the right to pursue any other available remedy.

11.13. Mutual Agreements

The Parties hereto recognise that it is impracticable to make provisions for every contingency that may arise in the course of performance of the provisions hereof and accordingly declare their intention that this Agreement shall operate between them with fairness and without detriment to the interest of any Party and covenant and agree with one another that they shall use their best endeavours to ensure that full effect be given to the terms of this Agreement in the spirit in which it was agreed.

11.14. Successors and Assigns

This Agreement shall be binding on the Parties and their respective personal representatives, successors and assigns. None of the Parties shall be entitled to assign this Agreement or any of its rights and obligations hereunder without the prior written consent of all the other Parties.

11.15. New Shareholders

Unless all the remaining Parties agree otherwise, the Party transferring its Shares to third parties shall procure that any person who has agreed to acquire Shares in ISEC Myanmar (whether by transfer or allotment) shall covenant with all the other remaining Shareholders to this Agreement (in a form reasonably acceptable to each of them) to observe the provisions of this Agreement and, in the case of a transferee, to perform all the obligations of the transferor under this Agreement and thereupon each such transferee or allottee shall be treated as a Shareholder for the purposes of this Agreement.

11.16. Waiver, Forbearance and Variation

The rights which each of the Party have under this Agreement shall not be prejudiced or restricted by any indulgence or forbearance extended to another Shareholder. No waiver by any Party in respect of a breach shall unless otherwise expressed in writing, operate as a waiver in respect of any subsequent breach.

11.17. Confidentiality

11.17.1. None of the Parties shall use (for any purpose whatsoever save for the purposes of this Agreement) any of the Confidential Information or disclose the same to any other person except to its respective directors, officers, employees, advisers, potential and actual financiers and agents (collectively "**Info Recipients**") on a need to know basis and provided such Info Recipient agrees:

(i) to keep confidential the Confidential Information;

(ii) not to use the information save for the purposes of this Agreement; and

(iii) not to divulge the same to any unauthorized party or they are already bound under a legal duty to maintain confidentiality of the information.

11.17.2. Each of the Shareholders shall use its best endeavours to prevent an Info Recipient from doing anything which, if done by the Shareholders, would be a breach of **Clause 11.17.1** .

11.17.3. The agreements and undertakings of each Party under **Clause 11.17.1** and **Clause 11.17.2** shall not apply to any Confidential Information:

(i) which, at the date of disclosure is already in the public domain, or which comes into

the public domain other than as a result of a disclosure in breach of the terms of this Agreement by the relevant Party; or

(ii) which is lawfully received by any Party through a third party not subject to another confidentiality agreement or other obligation of secrecy with the other Parties; or

(iii) which is already known to either Party from a source other than the other Parties; or

(iv) the disclosure of which is required by any Applicable Laws, regulation, prevailing governmental policies, rules of any stock exchange binding on it or its affiliates or as may be required in connection with any litigation or arbitration proceeding in which case, the disclosure shall be confined only to such part of the Confidential Information as may be strictly required to discharge its obligations.

11.17.4. If a Shareholder is compelled to disclose Confidential Information by reason of **Clause11.17.3(iv)**, it will as soon as reasonably practicable notify the other Shareholder of such an event and will give the other Shareholder prior written notice of the Confidential Information to be disclosed. To the extent that it will not result in a breach of **Clause11.17.3(iv)**, the other Shareholder shall be afforded reasonable opportunity to obtain such protective orders as may be appropriate in the circumstances.

11.18. Protection of Name

Without prejudice to **Clause 2.2.2**, nothing in this Agreement permits any Party (excluding ISEC) whether during or after the termination of this Agreement, to carry on any business or in any way howsoever, use or permit the use of the name “ISEC” or any similar trading and or brand name which all the Parties acknowledge, belongs to ISEC Sdn. Bhd. (which is entitled to use the name “ISEC” in any manner it deems fit) and not ISEC Myanmar.

11.19. Force Majeure

11.19.1. No Party shall be responsible for any failure to fulfil any provisions of this Agreement if and to the extent that fulfilment has been delayed hindered, interfered with or prevented by *force majeure* occurrences including, but not limited to, acts of God, wars (declared or undeclared), earthquakes, cyclones, rebellion, insurrection, acts of terrorists, restraint of government, acts of governments or governmental bodies (including, but not limited to, legislative bodies, courts and executive bodies), fire, action of the elements or any other matters, whether similar or dissimilar in character to those heretofore enumerated, beyond the reasonable control of the Party affected by the same.

11.19.2. In the event of any *force majeure* occurrence, a Party claiming to be affected thereby shall promptly notify the other Party, giving full particulars thereof, and shall use its best efforts to remedy such failure of fulfilment with all reasonable dispatch. Such affected Party shall continue to keep the other Party fully advised of the progress being made with respect to such efforts.

11.19.3. In the event that a *force majeure* event shall persist for a period of more than six (6) months, the affected Party shall have the right to terminate the Agreement, with reasonable notice to the remaining Party not affected by the *force majeure* event.

11.19.4. Nothing contained in this **Clause 11.19** shall prevent a Party from initiating arbitration proceedings pursuant to **Clause 11.24**.

11.20. Pioneer Consultant Agreements

11.20.1. The Parties shall procure ISEC Myanmar to, as soon as possible after the establishment of the Centre, enter into a Pioneer Consultant Agreement with each of the Pioneers to serve and/or act as the pioneer medical practitioners of the Centre.

11.20.2. If any Pioneer terminates his/her Pioneer Consultant Agreement with ISEC Myanmar within five (5) years from the commencement of the term of their respective Pioneer Consultant Agreements, Next Tier shall be entitled, at its absolute discretion but shall not be obliged to, buy from the Pioneers, provided the Pioneers are the Shareholders of ISEC Myanmar, Shares in such number as Next Tier shall determine, up to a maximum number representing the effective percentage interest of the said Pioneer in ISEC Myanmar, at the Auditor's Value and Next Tier shall procure that the respective Pioneer Consultant Agreements provide for such call option right to Next Tier such that the Pioneers shall be bound to sell such Shares to Next Tier in the event that Next Tier decides to exercise such call option.

11.21. Contributions for Charitable Purposes

The Parties hereby agree to procure ISEC Myanmar to make such contributions as the Board may deem fit or expedient in furtherance of the objects of ISEC Myanmar towards charitable and/or community service purposes.

11.22. Counterparts

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (i) facsimile or (ii) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each Party shall provide the other Parties with the original of such counterpart as soon as reasonably possible thereafter.

11.23. Governing Law

This Agreement shall be governed by, and construed in accordance with the laws of Myanmar.

11.24. Dispute Resolution

11.24.1. If any dispute, controversy or claim arising out of or in relation to this Agreement (including the settlement agreement concluded pursuant to **Clause 10.5.5**), or the breach, termination or invalidity thereof ("**Dispute**"), shall arise between the Shareholders, the Shareholders shall in good faith attempt to resolve the matter within three (3) months from the date a Shareholder issues a written notice to the other Shareholder(s) that there is in existence such dispute, controversy or claim.

11.24.2. The Parties agree that such Dispute shall be referred to and finally resolved by arbitration proceedings in Singapore, according to the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force (the "**SIAC Rules**"), which rules are deemed to be incorporated by reference into this Clause. The arbitration tribunal shall consist of one (1) arbitrator to be appointed by the President of the Court of Arbitration of the Singapore International Arbitration Centre (the "**Arbitral Tribunal**"). The seat of arbitration shall be Singapore and the arbitration shall be conducted in the English language. The arbitration agreement in this **Clause 11.24.2** shall be governed by and construed in accordance with the laws of Singapore.

11.24.3. In any event, the award under **Clause 11.24.2** shall be final and binding upon the Shareholders and judgment upon such award may be entered in any court having jurisdiction thereto. Any monetary award issued by the Arbitral Tribunal shall be expressed in and payable in USD immediately.

11.24.4. Each Party expressly agrees that no appeal of the decision of the Arbitral Tribunal shall be permissible and it shall neither dispute nor question the validity of such award before any

court via which any enforcement action is taken by the Party in whose favour an award has been issued (whether in Myanmar or otherwise). No Party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter is submitted and determined by arbitration as provided above and only for the enforcement of such arbitration.

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SCHEDULE 1 – CAPITALISATION SCHEDULE

(Total capital contribution: USD1,500,000.00)

<u>ISEC</u> (51% of the shares in ISEC Myanmar)

Description	First Contribution	Second Contribution	Third Contribution	Total Contribution
Date/Period	Receipt of final incorporation certificate of ISEC Myanmar from DICA, and completion of bank account opening of ISEC Myanmar	On or before receiving the pre-approval under the Private Health Care Law or submission of the investment application to MIC, whichever is earlier	On or before receiving the MIC approval/private clinic licence, whichever is earlier	
Cash Contribution	USD 102,000	USD 612,000	USD 51,000	USD 765,000
Shares to be allotted	102,000 shares	612,000 shares	51,000 shares	765,000 shares

<u>Next Tier</u> (33% of the shares in ISEC Myanmar)

Description	First Contribution	Second Contribution	Third Contribution	Total Contribution
Date/Period	Receipt of final incorporation certificate of ISEC Myanmar from DICA, and completion of bank account opening of ISEC Myanmar	On or before receiving the pre-approval under the Private Health Care Law or submission of the investment application to MIC, whichever is earlier	On or before receiving the MIC approval/private clinic licence, whichever is earlier	
Cash Contribution	USD 66,000	USD 396,000	USD 33,000	USD 495,000
Shares to be allotted	66,000 shares	396,000 shares	33,000 shares	495,000 shares

<u>Pyae</u> (11% of the shares in ISEC Myanmar)

Description	First Contribution	Second Contribution	Third Contribution	Total Contribution
Date/Period	Receipt of final incorporation certificate of ISEC Myanmar from DICA, and completion of bank account opening of ISEC Myanmar	On or before receiving the pre-approval under the Private Health Care Law or submission of the investment application to MIC, whichever is earlier	On or before receiving the MIC approval/private clinic licence, whichever is earlier	
Cash Contribution	USD 22,000	USD 132,000	USD 11,000	USD 165,000
Shares to be allotted	22,000 shares	132,000 shares	11,000 shares	165,000 shares

<u>Dr. Win</u> (5% of the shares in ISEC Myanmar)

Description	First Contribution	Second Contribution	Third Contribution	Total Contribution
Date/Period	Receipt of final incorporation certificate of ISEC Myanmar from DICA, and completion of bank account opening of ISEC Myanmar	On or before receiving the pre-approval under the Private Health Care Law or submission of the investment application to MIC, whichever is earlier	On or before receiving the MIC approval/private clinic licence, whichever is earlier	
Cash Contribution	USD 10,000	USD 60,000	USD 5,000	USD 75,000
Shares to be allotted	10,000 shares	60,000 shares	5,000 shares	75,000 shares

Total

Description	**First Contribution**	**Second Contribution**	**Third Contribution**	**Total Contribution**
Date/Period	Receipt of final incorporation certificate of ISEC Myanmar from DICA, and completion of bank account opening of ISEC Myanmar	On or before receiving the pre-approval under the Private Health Care Law or submission of the investment application to MIC, whichever is earlier	On or before receiving the MIC approval/private clinic licence, whichever is earlier	
Cash Contribution	USD 200,000	USD 1,200,000	USD 100,000	USD 1,500,000
Shares to be allotted	200,000 shares	1,200,000 shares	100,000 shares	1,500,000 shares

SCHEDULE 2 – BOARD RESERVED MATTERS

(Clause 5.10 of the Agreement)

1. The transfer or disposal of or vesting of the whole or any substantial part of the assets or undertaking of ISEC Myanmar whether by one transaction or a series of transactions in a period of twelve (12) months, other than in the ordinary course of business.

2. The lending of any monies to or the creation or suffering of any indebtedness for any company, person or persons otherwise than in the ordinary and proper course of business.

3. The acquisition by ISEC Myanmar of any new material capital asset or undertaking or the entry into of any material or long-term contract, or significant capital commitment or investment, save in respect of office machinery and equipment required in the ordinary course of business of ISEC Myanmar; for this purpose, any asset, undertaking, contracts, capital commitment or investment with a value exceeding USD100,000.00 shall be deemed material or significant.

4. Any change in the nature or scope of business of ISEC Myanmar.

5. The write-off of assets or debts exceeding the aggregate book value of USD100,000.00 for each financial year.

6. The entry into any agreements, arrangements or transactions by ISEC Myanmar with any Party or Shareholder ("**Conflict Party**") or any corporations or partnerships in which such Conflict Party has a controlling interest, which conflicts with the objects of ISEC Myanmar, provided that all forms of financing from any Conflict Party granted in accordance with **Clause 8.1.3** shall not require the approval of the Board.

7. Approval of ISEC Myanmar's annual budget and annual accounts. Approval or amendment of the Business Plan and a multi-year projection for ISEC Myanmar.

8. ISEC Myanmar's acceptance of any loans, credit facilities or any form of financing whatsoever, whether granted by any Party, Shareholder or from any financial institution or third party, save for shareholders' loans granted in accordance with **Clause 8.1.3**.

9. Commencement or defence or settlement of any litigation, arbitration or other legal proceeding.

10. Adoption, alteration, modification, amendment or change to material policies and internal rules of ISEC Myanmar, including those relating to accounting, operation of the Board, authorization and signing of documents, bank accounts, conduct of business and human resources.

SCHEDULE 3 – SHAREHOLDERS' RESERVED MATTERS

(Clauses 6.5 of the Agreement)

1. Any change in name of ISEC Myanmar.

2. Any amendments, modifications or supplements to the M&AA.

3. Any reduction in the share capital of ISEC Myanmar.

4. Any increase or alteration in the authorized, issued or paid-up share capital of ISEC Myanmar or the allotment or issue by ISEC Myanmar of any share, option, bond or other security to any Shareholders (including bonus and rights issue of Shares) and or third party or the entry by ISEC Myanmar into any agreement with any Shareholders and or third party which shall entitle any Shareholder or any third party to an allotment or issue of shares in ISEC Myanmar.

5. The reconstruction, consolidation, merger or amalgamation of ISEC Myanmar or the passing of any resolution for the winding-up or liquidation of ISEC Myanmar.

6. The entry into any partnership or joint venture with any company or persons.

6. Any other matter which, under the MCA or MCL requires a special resolution to be passed.

7. Financing pursuant to **Clause 8.1.3**.

8. The payment of remuneration or fees by ISEC Myanmar to its Directors (including to the Chairman) or to the Medical Director (other than remuneration or fees payable by ISEC Myanmar to a Director or Medical Director pursuant to a Pioneer Consultant Agreement).

9. The establishment or disposal of any subsidiary of ISEC Myanmar.

10. Variation or abrogation of class rights of classes of Shares of ISEC Myanmar.

11. The listing of ISEC Myanmar on any recognised stock exchange.

12. Distribution of dividends other than in accordance with this Agreement or the Articles.

13. Appointment or removal of Auditor.

14. Change in the number of the Directors.

15. Delegation of the rights of the Board members to any person.

EXECUTION PAGE

IN WITNESS WHEREOF the Parties have on the date hereof duly entered into this Agreement

Signed by)
)
for and on behalf of)
ISEC GLOBAL PTE. LTD.)
in the presence of:)

....
Name:
Designation:

....
Witness:

Signed by)
for and on behalf of)
NEXT TIER INTERNATIONAL COMPANY LIMITED **)**
in the presence of:)

....
Name:
Designation:

....
Witness:

Signed by)
DAW PYAE PYAE THEIN)
in the presence of:)

....
Witness:

Signed by)
DR. KHIN KHIN WIN)
in the presence of:)

....
Witness:

Draft v04--2018

LAND AND BUILDING LEASE AGREEMENT

This ~~HIS~~ LAND AND BUILDING LEASE AGREEMENT (hereinafter referred to as the "Agreement") is made on this [. .*2018*] day of [-] by and between

Daw Yu Yu Win , NRC No. 12/LaThaNa (N) 015276, residing at No.115, Dama Zaydi street, 10th ward, Kamayut Township, Yangon, Republic of the Union of Myanmar (hereinafter referred to as the "Lessor" which expression shall include its successors, legal representatives and permitted assigns) of the one part; and

Daw Khin Ei Ei , Director , as a representative of **ISEC Myanmar Co., Ltd.,** NRC No. 1/MaKaTa (N) 002370, residing at Building 16 (3-01), MICT Park, Hlaing Township, Yangon, Republic of the Union of Myanmar (hereinafter referred to as the "Lessee" which expression shall include its successors, legal representatives and permitted assigns) of the other part.

Lessor and Lessee are hereinafter individually, referred to as "Party" and together referred to as the "Parties".

WHEREAS, the Lessor has the right and power to lease the Land and building which are located at [Building (Type-B), Level 1-5, Minyekyawswar Business Centre Project Housing, Pyay Road, Lamadaw Township, Yangon] (hereinafter referred to as the "Leased Properties") to the Lessee under the Applicable Laws of the Republic of the Union of Myanmar.

WHEREAS, the Leased Properties include the Land area (24.6′×60′), the above mentioned Building, 200 KVA Transformer (1) set, 4″tube-well(with Submersible pump), an elevator (450 kg) and lift control box, Electrical control panel (1) set, 1 HP Water Pump (6) sets, , Fiber Tank (6)pcs, Fire Hoses (1) set, Auto Pump (1) set and installed electric materials.

IT IS HEREBY AGREED AS FOLLOWS:
Definitions

Whenever the following capitalized terms are used in this Agreement or Annex (es) hereto, they shall have the meanings ascribed to each of them below, unless the context otherwise requires:

1.1. **"Applicable Law"** means the laws and regulations of the Republic of the Union of Myanmar including laws, acts, ordinances, rules, regulations, orders, directives and customs and usages having the force of law, made by any legislative authority as they may be amended from time to time along with any interpretation thereof.

1.2 **"Commencement Date"** means the date upon completion of Grace Period and Renovation Period.

1.3 "Grace Period" means a period of (45) days starting from signing date for obtaining necessary approvals from relevant Authorities.

1.4 "Renovation Period" means a period of (45) days starting at the end of Grace Period for completion of renovation of Leased Properties.

"Lease Term" means a period of three hundred and sixty five (365) consecutive days commencing on the date of Relevant Authorities' approval and completion of renovation period.

1.3 **"Relevant Authority"** includes any authority of the Government of the Republic of the Union of Myanmar and includes local governments or authorities.

1.4 **"Tax"** or **"Taxes"** means all forms of taxes, duties, excise and equivalent charges imposed by any Governmental Authority, including without limitation corporate income tax (including net income and gross income), value added tax, goods and services taxes, real and personal property, sales, ad valorem, profits, license, withholding, payroll or excise taxes, estate duty, stamp duty, customs and other import or export duties, together with any interest and levies and all penalties, charges, costs and additions to tax, or any additional amounts imposed by any Governmental Authority of Myanmar.

Clause 1 : Description

1.1 In consideration of the payment of the Rental (hereinafter defined in Clause 3.1) and the Lessee's covenants hereinafter set forth, the Lessor hereby leases to the Lessee and the Lessee accepts to take on lease from the Lessor the Leased Properties.

Clause 2 : Lease Term and Renewal

2.1 The Lease term shall be for a period of Thirty (30) years the singing date is [. *.2018*] but the lessee allowed 45 days as Grace period for obtaining the permit for relevant Authorities to use the Leased Properties as hospital and 30 days as renovation period starting from the date of permit obtained by Relevant. For the avoidance of doubt, the grace period and renovation period shall be exclusive in the lease term,

2.2 The Lease Term may be extended 2 times of 10 years each; provided that the Lessee shall give a written notice for the extension of the Leased Period two (2) months prior to the expiry of such Period and shall obtain the approval of relevant authorities. Such extension shall not be valid unless it is duly signed by both Parties in writing. The extension of the Period shall be under the same terms and conditions as are set forth herein, except for the rental fee which shall be adjusted on the basis of mutual agreement in good faith.

Clause 3: Rental, Deposit and Taxes and Stamp Duties

3.1 The monthly rental fee shall be as follows;

The monthly Rental fee for the lease of the Leased Properties for first one year shall be paid by the Lessee for the first six months in advance on signing of contract, which Rental shall

be paid MMK [12,000,000/-] (Myanmar Kyat: Twelve Million only) per month and, Lessee shall pay the rental fee for the second six months prior one month before the expiry of the first six months.

For the second year of lease, the rental fee shall increase 8% upon the first year monthly rental fee, which shall be MMK [12,960,000/-] for a month. For the third year of lease, the rental fee shall increase 8% upon the second year monthly rental fee, which shall be MMK [13,996,800/-] per month. The rental fee is agreed to pay in one month advance at the end of every six months.

3.2 The rental fee shall be payable by the Lessee under this Agreement in full without any set-off, counterclaim or deduction whatsoever, save for the deduction of withholding tax, if any, levied and imposed on the rental fee in accordance with the Applicable Laws.

Clause 4: Event of Default

4.1 If the Lessee cannot obtain the required permission from Relevant authorities within the Grace period the Parties shall be terminated this Agreement pursuant to Clause 8 , the Lessor shall pay back the monthly rental fee paid by the Lessee for six months within 7 days deducting the penalty of MMK 6,000,000/- per month and total MMK 9,000,000/- for 45 days of Grace period.

4.2 The parties agreed to commence of lease on the Commencement Date.

4.3 If the Lessor shall not pay back the rental fee in accordance with Clause 3.3 1% interest per day shall charge as the delay penalty fee. The total penalty fees shall not be more than 25% of the total rental fees paid by the Lessee.

4.4 When the Lessor terminated the agreement without any significant reason during the Lease Term while Lessee is doing business in Lease Properties, Lessor shall pay the double of advance rental fee as compensation. If the Lessee breached any term and condition of this Agreement during the Lease Term, the Lessee shall not have the right to get back the advance rental fees.

4.5 If at any time and for any reason, the Lessee be in default in any payment of the rent, the Lessee agrees to pay the Lessor the interest at the rate of 0.05% (Point Zero Five Percent) per day for the unpaid portion of the rent, as the case may be, until the date on which the payment is actually remitted and credited to the Lessor. Should such default exceed twelve (12) weeks, the Lessor may terminate this Agreement without prejudice its rights under this Agreement and other remedies in accordance with the laws. If the Lessee breached any term and condition of this Agreement during the Lease Term, the Lessee shall not have the right to get back the advance rental fees.

Clause 5: Effectiveness

This Agreement shall come into effect upon the Commencement Date.

Clause 6: Possession of the Demised Premises

Upon the expiry of Grace Period, the Lessor shall deliver to the Lessee the use and possession of the Lease Property in accordance with the terms and conditions set forth herein.

Clause 7: Lessor's Rights & Obligations

7.1 In consideration of the Lessee paying the rent hereinbefore mentioned and performing and observing the covenants herein contained, the Lessor hereby covenants with the Lessee for the following:

7.1.1 To pay all taxes, duties and fees charged by the government or local authorities throughout the Lease Term on or relating to the receipt of the rent of the Lease Properties which is confirmed to be totally responsible to be payable by the Lessor.

7.1.2 The Lessor, with its' full capability and strength, shall assist the Lessee when applying the requisite licenses and permit from the Relevant Authorities for the convenience of Lessee's business operation.

7.1.3 The Lessor shall permit and allow the Lessee to install necessary equipment and machines for Eye Center within the Leased Properties.

7.1.4 The Lessor shall guarantee that the Lessee may peacefully and quietly hold the Leased Properties during the duration of this Agreement without any interruption or disturbance of whatsoever nature by the Lessor or any person lawfully claiming to represent the Lessor.

Clause 8: Lessee's Rights & Obligations

8.1 The Lessee hereby covenants with the Lessor for the following:

8.1.1 To pay the rental fee on the days pursuant to Clause 3;

8.1.2 To pay for all the charges to be collected by Relevant Authorities with respect to any service provided inclusive of stamp duty to be paid when the registration of this Agreement;

8.1.3 To procure all necessary insurance set forth, if required under the Applicable Law for operation of its business within Leased Properties;

8.1.4 Not to sub-lease, assign or transfer the whole or any part of the Leased Properties or any part thereof, to the other person without the consent of the Lessor;

8.1.5 To utilize the Leased Properties with the Lessee's expense for the purpose of operating as Eye Center in the name of Lessee under the terms and conditions of this Agreement;

8.1.6 To ensure that all activities and operations on the Leased Properties or any part thereof including other related facilities, are in conformity with the Applicable Laws;

8.1.7 To implement waste water treatment and dispose out system which would protect the environmental pollution of the locality from befalling according to the Applicable Laws;

8.1.8 To keep the Leased Properties in good condition at its own expense throughout the Leased Term. The Lessee shall be responsible for any damage and losses occasioned to the Lessor from loss of possession of the Leased Properties due to intrusion by outsiders, or lose of any right and interest of the Lessor in respect of the Land due to negligence, default or willful act of the Lessee, and the Lessee shall accordingly compensate the Lessor in full for such damages and losses; but subjected to the Clause 11 Force Majeure of this Agreement.

8.1.9 To permit the Lessor, within the Leased Term, to inspect on the Leased Properties, when necessary, with the full cooperation of the Lessee.

8.1.10 To pay all taxes, duties and fees charged by the government or local authorities throughout the Lease Terms on or relating to the payment of the rent and/or its business on the Leased Properties which is confirmed to be totally responsible to be payable by the Lessee.

8.1.11 To surrender the lease within 6 (six) months of prior notice served to the Lessor and take away or dispose of all moveable properties not effecting the Lessor's right to claim for the rent up to the date of complete evacuation and damages caused to the Leased Properties, in the event of termination;

8.1.12 Upon the expiry of Lease Term or termination of this Agreement, the Lessee shall re-transfer the Leased Properties to the Lessor within fourteen (14) days in good condition at the time of its possession except normal wear and tear.

8.2 The Lessee shall not make any addition, modification or alteration to any part of the Leased Properties, including the partition and the electrical, lighting, air conditioning, water and all other utilities systems installed therein, without prior written approval from Lessor. Such approval shall not be unreasonably withheld or delayed.

8.3 Lessee shall retain ownership of and the right to remove all of its improvements, furnishings and equipment in the Leased Properties. In the event that such removal of the improvement furnishing equipment result in any damage to the Leased Properties, then Lessee must repair and make good such damage at the sole cost of the Lessee.

Clause 9 : Limitation of Lessor's Liability

The Lessor shall not be responsible to the Lessee or the Lessee's employees, servants, agents, guests or other invitees for any accident happening, injury suffered, damage to or loss of any property sustained on the Leased Properties or in the building unless such happening, injury, damage or loss is caused by the negligent act, omission to act or intentional act of Lessor, Lessor's workmen, employees, servants or persons who are permitted by Lessor to be in or about the building or any part thereof.

Clause 10 : Transfer of Ownership of the Leased Properties

The Lessor may, without the Lessee's consent and without notice to the Lessee, sell, dispose of, transfer, or establish a mortgage on the Leased Properties to any third party. Notwithstanding the foregoing, the Lessor covenants that if the Leased Properties are sold, disposed of, or transferred to a third party, the Lessor shall, prior to the consummation of the transactions therefore, cause such third party to assume all of the Lessor's rights and obligations so created under this Agreement towards the Lessee, including but not limited to the renewal terms.

Clause 11 : Force Majeure

11.1 Subject to the provisions hereof, neither Party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of the same is delayed or prevented by Force Majeure. If either party is temporarily rendered unable wholly or partly by force majeure to perform its obligations or accept the performance of the other party under this Lease Agreement, the affected party shall give notice to the other party within 14(Fourteen) days after the occurrence of the cause relied upon, giving full particulars in writing of such force majeure. The duties of such party as affected by some force majeure shall, with the approval of the other party, be suspended during the continuance of the disability so caused, but for no longer period than reasonable; and such cause shall, as far as possible, be removed with all reasonable dispatch. Neither party shall be responsible for any delay caused by force majeure.

11.2 The term, "Force Majeure" as applied herein shall mean Acts of God, restraints of a Government, strikes, industrial disturbances, wars, blockades, insurrections, riots, epidemics, civil disturbances, explosions, fires, floods, earth quakes, storms and other causes similar to the conditions as enumerated here which are beyond the control of either party and which, by the exercise of due care and diligence, either party is unable to overcome.

11.3 In the event that the performance of this Agreement by either Party is suspended for a continuous period of more than three (3) months in accordance with a notice given under Clause 10.3 hereof, then the other Party may terminate this Agreement by notice in writing to the Affected Party.

11.4 In the event that either Party terminates this Agreement under Clause 11 hereof, the Lessor shall promptly refund the Lessee all the remaining deposit paid under Clause 3.1 and any unused portion of the Rental.

Clause 12 : Defaults/Remedies and Termination

12.1 It is agreed that the occurrence of any of the following events or circumstances shall constitute an Event of Default of the Lessor:

(a) the liquidation, bankruptcy, dissolution or cessation of business of the Lessor or the taking of legal proceedings for the winding up or dissolution of the Lessor, or on the appointment of or the taking of any legal proceedings for the appointment of a receiver in respect of the Lessor;

(b) the failure of the Lessor to comply with the terms of or to carry out any of its material obligations under this Agreement.

12.2 The occurrence of any of the following events or circumstances shall constitute an Event of Default of the Lessee:

(a) the liquidation, bankruptcy, dissolution or cessation of business of the Lessee or the taking of legal proceedings for the winding up or dissolution of the Lessee, or on the appointment of or the taking of any legal proceedings for the appointment of a receiver in respect of the Lessee;

(b) any failure of the Lessee to pay the Rental and other payment to the Lessor pursuant to this Agreement; or

(c) the failure of the Lessee to comply with the terms of or to carry out any of its material obligations under this Agreement.

12.3 If an Event of Default has occurred, the non-defaulting Party may give notice of default to the defaulting Party (2) months in advance. If notice of an Event of Default is served, the Parties shall meet within a period not exceeding seven (7) calendar days from the effective date of service of the notice, with a view to agreeing on the method of curing the default at the earliest possible opportunity.

12.4 If the meeting referred to above does not take place within the said seven (7) days, or such meeting does take place but the Parties cannot thereat or within any agreed adjournment thereof reach agreement as to the method of curing the Event of Default or if the Event of Default is not cured within the said seven (7) days or such longer period as may have been agreed at the said meeting, then the non defaulting party may terminate this Agreement, provided, however, that if any such Event of Default cannot be reasonably cured within seven (7) days or such longer period as may be agreed at the said meeting and the defaulting Party has commenced to cure said Event of Default and diligently proceeds to cure such Event of Default, then the non-defaulting Party may not terminate this Agreement.

12.5 In the event of termination of this Agreement as a result of an Event of Default committed by the Lessee, the Lessor shall be entitled to confiscate the Deposit and other payment made by the Lessee to the Lessor, but without prejudice to any rights or remedies which may then have accrued to the Lessor against the Lessee in respect of any arrears of the Rental or antecedent breach of any of the covenants herein contained and the Lessor shall

be entitled to claim any loss or damage suffered by the Lessor as a result of a breach by the Lessee.

Clause 13 : Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Myanmar.

Clause 14 : Settlement of Dispute

Any dispute arising from this Agreement shall be settled amicably between the Parties hereto. If such dispute, difference or claim arising from or with regards to this Agreement cannot be settled by such an amicable negotiation within 90 days, then it shall be finally settled by arbitration at Myanmar in accordance with the Myanmar Arbitration Law (2016).

Clause 15: Mineral Resources and Treasures

Mineral resources, treasures, gems and other natural resources discovered unexpected from, in or under the Leased Properties during the term of this Agreement, shall be the property of the Government of the Republic of the Union of Myanmar and the Government shall be at liberty to excavate the aforesaid at anytime, in accordance with laws, rules and regulations of the Republic of the Union of Myanmar.

16.1 Upon the termination or expiry of this Agreement, the Lessee shall retransfer the Leased Properties without any consideration to the Lessor within 60 (Thirty) days in good condition, and ground damages shall have been refilled and repaired by the Lessee at its own costs.

16.2 The Lessee shall have the right to take re-possession of all moveable properties which shall be removed at its own costs and or disposed of within (60) days, not affecting the Lessor's right to claim for the rent up to the date of complete evacuation and damages caused to the Leased Properties by the Lessee. If the Lessee fails to remove its properties or will not complete the removal, the Lessee shall permit the Lessor to remove such Lessee's properties and all of the expenses shall be borne by the Lessee.

Clause 17 : Miscellaneous

17.1 This Agreement shall be confirmed and enforceable by signing of official contract and by signing of fully authorized representative or attorney.

10.2 The Lessor shall, at its own cost, install the Building's Directory, incorporating the Lessee's name, at the main entrance hall of the Building or any other place which could readily be seen by the public, in such a form, manner and character as the Lessor thinks fit.

17.2 The acceptance of the Rental by the Lessor shall not be deemed to operate as a waiver by the Lessor of any right to proceed against the Lessee in respect of a breach by the Lessee of

any of the Lessee's covenants, restrictions, stipulations and conditions herein contained and vice versa.

17.3 Either Party's failure to take action against the other Party for non performance of any term of this Agreement shall not be construed as a general waiver or relinquishment of such term. Should the Parties for whatever reason delay or not enforce any provisions of this Agreement or exercise any of its rights herein stipulated, it shall not constitute a waiver of any other rights herein contained.

17.4 This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter herein contained, and shall be binding upon and inure to the benefit of the successors, assignees, heirs, executors and administrators of the Parties hereto. No amendment to this Agreement shall be valid unless the same is made in writing signed by both Parties and attached to this Agreement. Each Party shall bear its own costs in connection with the preparation, negotiation, execution and enforcement of the Lease.

17.5 Any notice or communication under or in connection with this Agreement shall be signed by the Party sending the same or his duly authorized representative and shall be hand delivered or sent by registered post to the addressee at the address of the addressee given in this Agreement or at such other address as such addressee may have notified to such Party in writing.

15.6 Except as may be otherwise indicated herein, Lessor and Lessee agree that time is of the essence under this Agreement.

THIS AGREEMENT is executed in English only in duplicate with identical contents, each of which shall be deemed as original. Both contractual Parties have read, understood and approved the contents herein contained and ascribed their names hereto on the date specified above.

In the presence of:

Signed .... Lessor
(Daw Yu Yu Win)

Signed .... Lessee
(Daw Khin Ei Ei)
For and on behalf of ISEC Myanmar Co., Ltd.

Signed .... Witness
( )

Signed .... Witness
( )

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
ရန်ကုန်တိုင်းဒေသကြီးအစိုးရ
ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ
အင်ဂျင်နီယာဌာန (အဆောက်အအုံ)

စာအမှတ်၊ ၉၃၆၈ /ပြ၆ပ /စည်ပင်-ယာ/အုံ(မြေ)
ရက်စွဲ ၊ ၂၀၁၈ ခုနှစ် စက်တင်ဘာလ ၁၇ ရက်

သို့

သက်ဆိုင်ရာ

အကြောင်းအရာ ။ **ထောက်ခံချက်ပေးပို့ခြင်း**

လမ်းမတော်မြို့နယ်၊ ပြည်လမ်းနှင့်မင်းရဲကျော်စွာလမ်းထောင့်ရှိ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီနှင့် Universal Constrtuction Co.,Ltdတို့ အကျိုးတူ ပူးပေါင်းဆောင်ရွက်သော မင်းရဲကျော်စွာစီးပွားရေးအဆောက်အအုံ စီမံကိန်းရှိ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီပိုင် 5 Storeyed Shop House Type B (Level-1 မှ Level-5)အား လုပ်ထုံးလုပ်နည်းနှင့်အညီ ဒေါ်ယုယုဝင်း (၁၂/လသန(နိုင်)၀၁၅၂၇၆) သို့ ရောင်းချထားသည်မှာ မှန်ကန်ကြောင်း ထောက်ခံပါသည်။

ဌာနမှူး(ကိုယ်စား)
(ဗိုလ်လန်း၊ လက်ထောက်ဌာနမှူး)

မိတ္တူကို

မျှောစာတွဲ
ရုံးလက်ခံ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

ရန်ကုန်တိုင်းဒေသကြီးအစိုးရ

ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ

၇။

ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီပိုင်

အဆောက်အအုံနေထိုင်ခွင့်စာချုပ်

စည်ပင်သာယာရေးကော်မတီ ရန်ကုန်မြို့တော်

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		တိုက်အမှတ်	[illegible]
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နေ့စွဲ			

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ရန်ကုန်တိုင်းဒေသကြီးအစိုးရ

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၁။ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီပိုင် [illegible] မြို့နယ် [illegible] [illegible] အိမ်ရာ [illegible] လမ်း တိုက်ခန်းအမှတ်(5 storeyed shop House Type [illegible])အထပ်အမှတ်( ) အခန်းအမှတ်([illegible] level အထိ)ရှိ တိုက်ခန်းအား ကြည့်ရှုစစ်ဆေးပြီးကျေနပ်၍ ကျွန်တော်/ကျွန်မ/ဦး/ဒေါ် [illegible] ၏သား/သမီး ဦး/ဒေါ် [illegible] နိုင်ငံသားစိစစ်ရေးကတ်ပြားအမှတ် [illegible] သည် ဝယ်ယူပြီးဖြစ်ပါသည်။ အဆိုပါတိုက်ခန်းအတွက်သတ်မှတ်ထားသော စည်းကမ်းချက်များကို သိရှိနားလည်ပြီး ယင်းစည်းကမ်းချက်များနှင့်အညီ လိုက်နာရန်သဘောတူလက်ခံပါသည်။

အာမခံခြင်းနှင့် ကိုယ်စားပြုခြင်း

၂။ ကော်မတီသည် အဆောက်အအုံကို ပိုင်ဆိုင်သူဖြစ်ပြီး ဝယ်ယူသူသည် စာချုပ်ပါ စည်းကမ်းချက်များအား လိုက်နာရန်နှင့်တိုက်ခန်းနှင့် ပတ်သက်သည့် ကိစ္စအဝဝကို ဖြေရှင်းနိုင်သည့်သူများဖြစ်ကြောင်း အာမခံကြပါသည်။ ဤစာချုပ်တွင် လက်မှတ်ရေးထိုးသူများသည် ဤစာချုပ်ကို အခွင့်အာဏာရှိသူများဖြစ်ကြောင်း အသီးသီး အာမခံကြပါသည်။

ဝယ်ယူသူများမှလိုက်နာရန် တာဝန်များနှင့် ရပိုင်ခွင့်များ

၃။ တိုက်ခန်း နေထိုင်မှုစည်းကမ်းနှင့်ပတ်သက်၍ အောက်ပါအတိုင်း လိုက်နာရမည် -

(က) တိုက်ခန်းနေထိုင်သူ မိသားစုများသည် ပတ်ဝန်းကျင်နေထိုင်သူများအား အနှောင့်အယှက်ဖြစ်စေမည့် အပြုအမူ အနေအထိုင်များမပြုလုပ်ရ။

(ခ) ပတ်ဝန်းကျင်မှ မခံရပ်နိုင်သော ဆူညံခြင်းများ မပြုလုပ်ရ။

(ဂ) ပတ်ဝန်းကျင်ကိုထိခိုက်၍ အနှောင့်အယှက်ဖြစ်စေသော တိရစ္ဆာန်များ မွေးမြူခြင်း မပြုရ။

(ဃ) စီးပွားရေးလုပ်ငန်းများအတွက် အန္တရာယ်ကင်းမဲ့သော အကြော်အလှော် [illegible] မပြုလုပ်ရ။

(င) [illegible] မပြုရ။

(စ) တိုက်ခန်းများတွင် မီးလောင်လွယ်သောပစ္စည်းများ (ဥပမာ–ဓာတ်ဆီ ရေနံဆီ ရာဘာ ဂွမ်း မီးသွေး စသည်တို့) သိုလှောင်ထားခြင်းမပြုရ။

(ဆ) [illegible] အသုံးမပြုရ၊ မမွေးရ။

(ဇ) ဝယ်ယူပိုင်ဆိုင်သူသည် ထပ်ဆင့်လွှဲပြောင်း ရောင်းချမည်ဆိုပါက ကော်မတီသို့ [illegible] ချမည့် ကိစ္စအား ဘင်ပြ သဘောတူညီချက် ရယူရမည်ဖြစ်ပြီး နောက်ဆက်တွဲ(က)ပါ စာချုပ်အတိုင်းချုပ်ဆိုရမည်။

(ဈ) အရောင်းအဝယ် စာချုပ်တွင် ကော်မတီမှ တာဝန်ပေးအပ်သည့်သူက ယင်းအရောင်းအဝယ်စာချုပ်တွင် သက်သေ အဖြစ် လက်မှတ်ရေးထိုးပါဝင်ရမည်ကို သဘောတူလက်ခံရမည်။

(ည) ဥပဒေနှင့် ဆန့်ကျင်သော လုပ်ငန်းများ [illegible] တိုက်ခန်းအတွင်း မပြုလုပ်ရ။

(ဋ) အမှိုက်သရိုက်အညစ်အကြေးများကို [illegible] အမှိုက်ပုံးတွင်သာ စနည်းထားပြီး [illegible] ကော်မတီပိုင်သာယာသောရေး [illegible] အမှိုက် [illegible]

(ဌ) တိုက်ခန်းဝယ်ယူသူသည် ဝယ်ယူသည့်တိုက်ခန်းကို ဥပဒေနှင့်အညီ [illegible] ပိုင်ဆိုင်ခွင့်ရှိစေရမည်။

၇၊

(ဍ) တိုက်ခန်းအတွင်း ပြင်ဆင်မွမ်းမံခြင်းကို အဆောက်အဦအား ထိခိုက်စေသော ပြင်ဆင်မှု [illegible] ရမည်။

မြေငှားခ ပေးသွင်းခြင်း

၄။ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေး ကော်မတီပိုင် တိုက်ခန်းဝယ်ယူသူများအနေဖြင့် ရန်ကုန်မြို့တော် စည်ပင်သာယာရေးကော်မတီ ကို မြေငှားခအဖြစ် [illegible]

ကျသင့်ငွေ [illegible] ကျပ်အား

တစ်နှစ်တစ်ပေါင်းတည်း နှစ်စဉ် ဘဏ္ဍာရေးနှစ်အလိုက် ဧပြီလ (၁)ရက်မှ မတ်လ (၃၁)ရက်အတွင်း ပေးသွင်းရမည်။

တိုက်ခန်းအသုံးပြုခွင့်

(က) ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ ထံမှလည်းကောင်း၊ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီမှ တာဝန်ပေးအပ်သည့် အဆောက်အအုံ ဆောက်လုပ်သူထံမှလည်းကောင်း၊ တရားဝင် ဝယ်ယူခွင့်ပြုသည့် တိုက်ခန်းတွင် သာနေထိုင်ခွင့်ရှိသည်။ အခြားအိမ်ခန်းနှင့် ပြောင်းလဲနေထိုင်ခြင်း မပြုရ။

(ခ) အိမ်ခန်း [illegible] ပြောင်းရွှေ့ [illegible] ပါက ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ၊ အင်ဂျင်နီယာဌာန (အဆောက်အအုံ) သို့ တင်ပြလျှောက်ထားပြီး ခွင့်ပြုချက်ရရှိမှသာ လွှဲပြောင်းရောင်းချခွင့်ပြုမည်။

(ဂ) ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီက အခါအားလျော်စွာ [illegible] အမိန့်ကြော်ငြာစာနှင့်စည်းကမ်းချက်များကို [illegible] လိုက်နာရမည်။

အဆောက်အဦပြင်ဆင်ခွင့်

၆။ သဘာဝဘေးအန္တရာယ်ကြောင့်ဖြစ်စေ၊ အခြားမမျှော်မှန်းနိုင်သော ဖြစ်ရပ်များကြောင့်ဖြစ်စေ၊ မတားဆီးနိုင်သော ဖြစ်ရပ်ကြောင့်ဖြစ်စေ အဆောက်အဦပျက်စီးယိုယွင်းခြင်း၊ နေထိုင်ရန်မသင့်လျော်တော့ခြင်းတို့ဖြစ်ပေါ်လာလျှင် ယင်းအဆောက်အဦကို လက်ရှိလွှဲပြောင်း [illegible] တာဝန်ယူ၍ဖြစ်စေ [illegible] တာဝန်ပေးအပ်ခြင်းခံရသူက [illegible] အဆောက်အဦ၏ [illegible] အဆောက်အဦကို ကော်မတီထံမှ ခွင့်ပြုချက်ရယူပြီး ကော်မတီ၏ သတ်မှတ်ပုံစံ [illegible] ပြန်လည်ပြုပြင်နေထိုင်ခွင့်ရှိသည်။ တစ်ဦးတည်းပိုင် အဆောက်အဦ ဖြစ်လျှင်လည်း ပိုင်ဆိုင်သူ [illegible] ကော်မတီထံမှ ခွင့်ပြုချက်ရယူပြီး ပြင်ဆင်ဆောက်လုပ်ခွင့်ရှိသည်။

နံ့တစ်စာထုတ်ပြန်ခြင်း

၇။ ဝယ်ယူသူထံသို့ဖြစ်စေ တိုက်ခန်းဝယ်ယူသူနှင့် အတူနေထိုင်သော အရွယ်ရောက်သူ တစ်ဦးတစ်ယောက်သို့ဖြစ်စေ၊ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီက [illegible] ပေးပို့ခြင်းကိုသော်လည်းကောင်း၊ [illegible] လူမတွေ့၍ အများမြင်နိုင်သော တိုက်ခန်း၏ အစိတ်အပိုင်း [illegible] တွင်ကပ်၍သော်လည်းကောင်း၊ ဤကဲ့သို့ထုတ်ပြန်သော နံ့တစ်စာများသည် တရားဝင် နံ့တစ်စာဟု မှတ်ယူရမည်။

၈။ ဝယ်ယူသူသည် အဆောက်အအုံတစ်ခုလုံးနှင့်ပတ်သက်၍ အောက်ဖော်ပြပါလုပ်ငန်းများကို အခြားအိမ်ခန်းဝယ်ယူသူများနှင့် ညှိနှိုင်းပြီး သာယာရေးအဖွဲ့ ဖွဲ့စည်း၍ ဆောင်ရွက်ရမည်။ ထိုသို့ဖွဲ့စည်းခြင်းအား ရန်ကုန်မြို့တော် စည်ပင်သာယာရေး ကော်မတီသို့ အကြောင်းကြားပြီး တင်ပြရမည်-

(က) [illegible]

(ခ) လုံခြုံရေးအစောင့်ထားခြင်း။

(ဂ) အဆောက်အအုံတစ်ခုလုံး သန့်ရှင်းခြင်း။

(ဃ) အဆောက်အအုံတစ်ခုလုံးနှင့်ဆိုင်ရာ ရေနှင့်မိလ္လာသန့်ရှင်းခြင်း။

(င) အဆောက်အအုံ [illegible]

(စ) ရန်ကုန်မြို့တော် [illegible]

ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီက အခါအားလျော်စွာ စည်းကမ်းချက်များ ထုတ်ပြန်ခြင်း

၉။ အဆောက်အအုံနှင့်ပတ်သက်၍ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီက [illegible] စည်းကမ်းချက်များကို ထပ်မံထုတ်ပြန်သွားမည်ဖြစ်ပါသည်။ [illegible] ဝယ်ယူသူသည် အဆိုပါအခါအားလျော်စွာ ထုတ်ပြန်သောစည်းကမ်းချက်များကိုပါ လိုက်နာရမည်။

ပေးဆောင်ရမည့်တာဝန်များ

၁၀။ ဝယ်ယူသူသည် မိမိအခန်းအတွက် အောက်ပါအခွန်အခများကို [illegible] ပေးဆောင်ရမည်-

(က) လျှပ်စစ်မီတာခ၊ တယ်လီဖုန်းခ။

(ခ) စည်ပင်သာယာခွန်။

(ဂ) အခြားအခွန်အခများ။

အငြင်းပွားမှုဖြေရှင်းခြင်း

၁၁။ ပြဿနာ တစ်ရပ်ရပ် ဖြစ်ပေါ်၍ အငြင်းပွားမှု [illegible] ပေါ်ပေါက်လာပါက ရန်ကုန်မြို့တော် စည်ပင်သာယာရေး ကော်မတီ၏ အဆုံးအဖြတ်ကိုသာ ခံယူလိုက်နာရမည်။

၁၂။ အထက်ဖော်ပြပါ စည်းကမ်းချက်များ [illegible] ရန်ကုန်မြို့တော် စည်ပင်သာယာရေး [illegible] သဘောတူ လက်မှတ်ရေးထိုးချုပ်ဆိုကြပါသည်။



Yangon City Development Committee

Department of Engineering (Building)

ဌာနမှူး ---------- ဦး [illegible] ---------- နှင့်

ဌာနမှူး

လက်ထောက်ဌာနမှူး [illegible]

ဌာနမှူး

လက်ထောက်ဌာနမှူး [illegible]

လက်ထောက်ဌာနမှူး

[illegible]

အသိသက်သေ

၁။ အမည် ဦးအောင်သန်းမြင့် ---------- ၁။ အမည် ဒေါ်မြို့မြို့ဝင်း

နိုင်ငံသားစိစစ်ရေးကတ်ပြားအမှတ် ၁၂/ပဘတ(နိုင်) ၀၀၀၅၁၃ ---------- နိုင်ငံသားစိစစ်ရေးကတ်ပြားအမှတ် [illegible]

ဝယ်ယူသူနှင့် အတူနေထိုင်မည့် အိမ်သူအိမ်သားစာရင်း (ဝယ်ယူသူအပါအဝင်)

စဉ်	အမည်	[illegible]	နိုင်ငံသားစိစစ်ရေးကတ်ပြားအမှတ်	[illegible]	[illegible]	[illegible]	မှတ်ချက်
၁	[illegible]	[illegible]	[illegible]				

[illegible]

နောက်ဆက်တွဲ(က)

ဤထပ်ဆင့်လွှဲပြောင်းရောင်းချခြင်း တိုက်ခန်းအရောင်းအဝယ်စာချုပ်ကို ---- ရက် ------ ------ လ --- ခုနှစ်

တွင် ဤစာချုပ်အရ ရောင်းချသူ ဦး/ဒေါ် -- နိုင်ငံသားစိစစ်ရေးကတ်ပြားအမှတ်

---------------- နှင့် ---- ဝယ်သူ ဦး/မ --

နိုင်ငံသားစိစစ်ရေးကတ်ပြားအမှတ် ------------------------------------ တို့သည် ဤတိုက်ခန်း ထပ်ဆင့် လွှဲပြောင်း ရောင်းချခြင်း ကတ်စာချုပ်ကို မူလစာချုပ်ပါစည်းကမ်းချက်များနှင့်အညီ သဘောတူချုပ်ဆိုကြပါသည်။

(၁) ဤစာချုပ်အရ ရောင်းချသူ ဦး/ဒေါ် ---------------- သည် ---------------- ရက်နေ့တွင်

ဤတိုက်ခန်းကို တရားဝင်ဝယ်ယူပိုင်ဆိုင်ခဲ့ပါသည်။

(ခ) ---------------- ရက်နေ့တွင် ဝယ်ယူခဲ့သည့် မူလစာချုပ်အရ ထပ်ဆင့်လွှဲပြောင်းရောင်းချရာတွင် ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ၏ သဘောတူခွင့်ပြုချက် ယူရမည်ဖြစ်ပြီး ရန်ကုန်မြို့တော် စည်ပင်သာယာရေးကော်မတီမှ သက်သေအဖြစ်

လက်မှတ်ရေးထိုးရန်လိုအပ်သည်။

(ဂ) ယခုအခါ ဤစာချုပ်အရ ရောင်းချသူနှင့် ဝယ်ယူသူ တို့အကြား အောက်ဖော်ပြပါစည်းကမ်းချက်များအတိုင်း သဘောတူ လက်မှတ်ရေးထိုးစာချုပ်ချုပ်ဆိုကြပါသည်။

၂။

(၁) -------- ရက်စွဲပါစာချုပ်တွင် ဖော်ပြထားရှိသော ဝယ်ယူသူ၏ တာဝန်နှင့် ရပိုင်ခွင့်များကို ဤစာချုပ်အရ ဝယ်ယူသူ

သို့ ဤစာချုပ်ချုပ်ဆိုသည့် -------- နေ့မှစ၍ လွှဲပြောင်းပေးအပ်ပါသည်။

(၂) ဝယ်ယူသူသည် -------- ရက်နေ့တွင် ရောင်းဖိုးငွေကျပ် -------- တိတိ (ကျပ် ----------------

--)တိတိကို ရောင်းချသူသို့ ငွေလက်ခံပေးအပ်ပါသည်။

(၃) ---------------- ရက်စွဲပါ စာချုပ်တွင် ဖော်ပြပါရှိသော ဝယ်ယူသူ၏ တာဝန်နှင့် ရပိုင်ခွင့်များကို ဤစာချုပ်အရ ဝယ်ယူသူ

သည် စာချုပ်ချုပ်ဆိုသည့် -------- ရက်နေ့မှစ၍ ဖော်ပြပါ တိုက်ခန်းနှင့်တကွ လက်ရောက် လွှဲပြောင်းပေးအပ်ခြင်း

ကို ရန်ကုန်မြို့ [illegible] သဘောတူပါသည်။

နောက်ဆက်တွဲ(က-၁)

ဓါတ်ပုံ

တိုက်ခန်းရောင်းချသူ

အမည် - ______________________
နိုင်ငံသားစိစစ်ရေး - ______________________
ကတ်ပြားအမှတ် - ______________________
နေရပ်လိပ်စာ - ______________________

တိုက်ခန်းဝယ်ယူသူ

အမည် - ______________________
နိုင်ငံသားစိစစ်ရေး - ______________________
ကတ်ပြားအမှတ် - ______________________
နေရပ်လိပ်စာ - ______________________

အသိသက်သေ

၁။ အမည် ______________________ ၂။ အမည် ______________________

ရာထူး ______________________ ရာထူး ______________________

ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ

ဝယ်ယူသူနှင့် အတူနေထိုင်မည့် အိမ်သူအိမ်သားစာရင်း (ဝယ်ယူသူအပါအဝင်)

စဉ်	အမည်	အသက်	နိုင်ငံသားစိစစ်ရေးကတ်ပြားအမှတ်	ဦးစီးနှင့်တော်စပ်ပုံ	အလုပ်အကိုင်နှင့်ဌာန	ဝင်ငွေ	မှတ်ချက်

နောက်ဆက်တွဲ(ခ)

ဤထပ်ဆင့်လွှဲပြောင်းရောင်းချခြင်း ကတိစံနမ်းအရောင်းအဝယ်စာချုပ်ကို ---- ခုနှစ် ---- ရက်နေ့တွင် ဤစာချုပ်အရ ရောင်းချသူ ဦး/ဒေါ် ---------------- နိုင်ငံသားစိစစ်ရေးကတ်ပြားအမှတ် ---------------- နှင့် ဝယ်ယူသူ ဦး/ဒေါ် ---------------- နိုင်ငံသားစိစစ်ရေးကတ်ပြားအမှတ် ---------------- တို့သည် ဤတိုက်ခန်း ထပ်ဆင့်လွှဲပြောင်း ရောင်းချခြင်းကတိစာချုပ်ကို မူလစာချုပ်ပါစည်းကမ်းချက်များနှင့်အညီ သဘောတူချုပ်ဆိုကြပါသည်။

ဓါတ်ပုံ

ကတိစံနမ်းရောင်းချသူ		ကတိစံနမ်းဝယ်ယူသူ	
အမည်	----------------	အမည်	----------------
နိုင်ငံသားစိစစ်ရေးကတ်ပြားအမှတ်	----------------	နိုင်ငံသားစိစစ်ရေးကတ်ပြားအမှတ်	----------------
နေရပ်လိပ်စာ	----------------	နေရပ်လိပ်စာ	----------------

အသိသက်သေ

၁။ အမည် ---------------- ၂။ အမည် ----------------

ရာထူး ---------------- ရာထူး ----------------

၃။ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီ ... သာယာရေးကော်မတီ

ဝယ်ယူသူနှင့် အတူနေထိုင်မည့် အိမ်သူအိမ်သားစာရင်း (ဝယ်ယူသူအပါအဝင်)

စဉ်	အမည်	အသက်	နိုင်ငံသားစိစစ်ရေးကတ်ပြားအမှတ်	ဦးစီးနှင့်တော်စပ်ပုံ	အလုပ်အကိုင်နှင့်ဌာန	ဝင်ငွေ	မှတ်ချက်

INTERNATIONAL SPECIALIST EYE CENTRE

Building No.(16), #3-01, 3rd floor, Myanmar ICT park,
Universities's Hlaing Township,Yangon, Myanmar
Tel: +951230325 ~ 28, Fax: +951 654870

ISEC Yangon International Specialist Eye Center

ISEC Myanmar Company Limited

Hospital Social & Welfare Plan

Planning of Pleasant Working Conditions and Environment System and Social Welfare for Employees of Hospital.

Objective: **Planning to create Safety and Pleasant Working Conditions & Environment System and Social Welfare for the employees**

Planning Planning shall be two parts;

(1) Safety and Pleasant Working Conditions & Environment System.
(2) Social Welfare for the employees.

1. Planning to create **the Safety and Pleasant Working Conditions & Environment** as follows;

(a) To construct the proper drainage system, to get clean water and fresh air ventilation system in the building.

(b) To grow indoor plants and flower pots inside the hospital building.

(c) To arrange enough & suitable benches and tables for lunch and resting for employees.

(d) To train the workers to participate individually in the hospital sanitation work to do their jobs in the clean and pleasant environment.

(e) To arrange to get fresh air-ventilation at the working places with open windows, exhaust fans and air-conditioners.

(f) To provide purified drinking water for all employees.

(g) To construct clean and hygienic toilets for employees, patients and guests. Daily sanitation shall be done using proper hygienic and pest control system.

(h) To modify clear working procedures/rules for employees.

(i) To respect contributions of employees and recognize their contribution to the hospital.

(j) To help employees understand and collaborate each other to complete their jobs effectively.

(k) To give employees the chance to raise creative ideas for development of the hospital and based on Internal Rate of Revenue (IRR) of the hospital and performance of the employees, provide them a bonus/incentive if they have valuable ideas, contribution and efficiency of performance.

(l) To respect the differences of personal characteristics or identities between employees in the hospital.

(m) To learn more about the expectations of employees and the reasons they choose to work here.

II. Planning to create **the Social Welfares for the employees** as follows;

(a) To arrange first aid kits and facilities.

(b) To arrange special health care staff with qualified healthcare certificate.

(c) To arrange purified drinking water system.

(d) To take care the employees immediately when accidents happen and sending the injured employees to the hospitals if necessary. These employees shall be treated to receive the normal condition at the cost of the hospital.

(e) To appoint workers signing the Employee Contract according the prevailing Myanmar Labour Laws.

(f) To follow the minimum wages system lay down by the relevant authorities.

(g) To pay over-time charges according to the rules and regulation.

(h) To provide one day-off once a week as per schedule since hospital employees have to work as rotating system; day & night shift.

(i) To arrange uniforms and safety wares.

(j) To arrange social insurance (e.g. Social Security Welfare).

ISEC Myanmar Company Limited

Fire Protection Plan

Fire Protection Plan for Employees of ISEC Yangon Eye Specialist Hospital.

(1) Introduction

This plan is systematically drawn to prevent from fire breakout in the Hospital and make necessary preparation which will be able to put out fire immediately in case of emergency.

(2) Fire Protection Plan is established to prevent from the loss of Hospital, personal, equipment and circulation system of Hospital environment.

(3) Facts of Causing Fire

Fire caused because of the following main facts;

- (a) Unjust people arson in any ways.
- (b) Not systematic Installation and usage of electricity.
- (c) Negligence in using fire.
- (d) Starting from the surrounding such as building, house, field and etc.
- (e) Events of the chemical incident and
- (f) Due to natural disasters such as storm, earthquake, riot, etc.

(4) Procedures to be carried out

The following prevention measures shall be performed to protect from the cause of fire breakout;

- (a) To train employees and management staff with the support of Township Fire Departments about fire protection and firefighting.
- (b) To form the fire protection and fire fighters team.
- (c) To train employees for practical usage of fire extinguisher, fire bucket, fire sand, fire stick and fire hook occasionally.
- (d) To prohibit Smoking inside the hospital.
- (e) To prohibit using match lighter near the flammable or combustible material and take serious action against prohibitors.
- (f) To hang-up visibly fire precaution signboard, wall poster such as Fire Caution, No Smoking, etc., in necessary places.
- (g) To install electric wires and circuit breakers systematically.
- (h) To examine and report whether the fire-extinguishers are good or not at least every fifteen days. Near the fire-extinguishers, to hang-up the board in Myanmar Language.
- (i) To use electrical devices, wires systematically and responsible persons to examine occasionally where there is wires burst.
- (j) To remove the fire blocked of article in front of the electric switch & fuse for easy switch off.

(k) To clear burnable articles such as light switch, web, floss near light and to put fire extinguisher nearby to put out fire causing by electric & diesel.

(l) To switch off the light after the work.

(m) To service sprinkler or fire alarm system annually.

(n) To maintain fire protection systems in an operative condition at all time and repaired where defective.

(o) Not to block any items at the fire hydrants and fire connections.

(p) To place the Emergency Telephone numbers in the visible places in order to contact when fire breaks out;

(1) Fire Department	191, 01-252011 , 01-252022
(2) People's Police Force	199, 01-201779, 01-291284
(3) Hospital	01-256112, 01-384493

(q) To set up the First Aid procedure in front of the reception counter.

(5) If fire breaks out in working hours, report to General Manager, Security Officer and Admin Manager. Security Officer and Admin Department quickly inform to the nearest Fire Brigades and People's Police Force. The Fire Fighters Teams take responsible to put out the fire.

(6) If fire breaks out outside the Hospital, inform to officer and Fire Department.

(7) Building Teams

(a) To build the Supervisory Fire Fighters Team, Security Team and Rescue & Materials Moving Teams.

(8) Duties and Responsibilities of Fire Fighters Team

(a) To observe in advance the place of fire extinguisher, fire stick, fire hook, sand bucket, light switch, etc. and to train the team of using materials in case of fire.

(b) To practice to be able to use the fire extinguisher, fire stick, fire hook, sand bucket if necessary.

(c) The members of the Fire Fighters Team at the place of fire or at the nearest place to quickly put out the fire systematically before bursting into big flames. The rest members to bring the fire extinguishers to extinguish the fire. Give the necessary assistance if the fire fighters get to the place of fire.

(d) In case of fire, turn off the electric FUSE and Main Switch immediately.

(9) Duties and Responsibilities of Security Team

(a) To carry out necessity for the safety of patients, staff and the security of Hospital property.

(b) To ask for responsibility for the safety to the members of security team in moving Hospital's own valuable properties, Hospital's own documents and materials to the other place giving priority not for getting burned in time of fire.

(c) To assist and coordinate with the fire fighters team members not for getting burned in time of fire.

(d) To allow only in charge persons and members to enter, not allow any other persons to the hospital. If necessary, lock the main door not for getting burned in time of fire.

(e) To return the Hospital's own valuable properties, other documents and materials to the relevant persons systematically after getting over fire.

(10) Duties and Responsibilities of Rescue and Materials Moving Team

(a) To move Hospital's own cash, valuable things, other documents and materials to the safe place quickly according to the priority rank of materials. If necessary, ask permission to use Hospital's cars from the responsible person for moving things.
(b) To coordinate with Security members and set the safe place for the moved cash and materials.
(c) To pay special attention not to lose or damage of any cash and materials when moving cash and materials to the place free from fire.
(d) To move the injured persons in the fire to the necessary place to get treatment.
(e) To coordinate with the Hospital's car drivers.
(f) Not to get injured the staffs and if it does, coordinate with the doctors and nurses.
(g) To help and rescue the ill persons, disable staffs in time of fire.
(h) To remove patient to get fresh air, to lay down and rest.
(i) In case of patient is not breathing, make sure airway is clear and applies artificial respiration. Oxygen may be given, but only under supervision of trained person.
(j) To keep patient safe and warm.
(k) To call doctor at once or transport to doctor or hospital.

(c) Corporate Social Responsibility Programme

ISEC Myanmar Company Limited will contribute 2% of net profit after tax in the following events and activities;

1. To treat with free of charge for deficient people occasionally.
2. To share the knowledge about Ophthalmic Medical care with health professionals and public for respective health care programs.
3. To check eye test for patients occasionally.
4. To participate in CSR activities related to Ophthalmic & Health care.

Khin Ei Ei
Director
ISEC Myanmar Co.,Ltd

INTERNATIONAL SPECIALIST EYE CENTRE

ISEC MYANMAR CO., LTD.

Building No.(16), #3-01, 3rd floor, Myanmar ICT park,
Universities's Hlaing Township,Yangon, Myanmar
Tel: +951230325 ~ 28, Fax: +951 654870

ENVIRONMENTAL AND HOSPITAL WASTE MANAGEMENT PLAN

SrNo.	Issues	Mitigation Measures
1.	**Air Quality**	Proposed hospital building is already constructed with six-storey building. It needs to do only interior decoration. Hence, air pollution & dust emission will not be there. For Air quality management, ▪ Proper air ventilation system, air purifier machines and exhaust fans will be installed inside the building. ▪ Place indoor plants and planting with pots in front of the building for green environment and quality fresh air.

2.	**Hospital Waste Management**	Hospital wastes are required to dispose in safe and appropriate ways of managing system. Generally, hospital waste can be classified into two types; Hazardous waste and Non-Hazardous waste. In our Eye Hospital, there is no procedure which involves body fluid being performed and thus hazardous waste can be minimized. The following processes to be arranged for hospital waste disposal; 1. Classification of waste into hazardous and non-hazardous waste 2. Segregation of waste 3. Collection of waste 4. Transportation of waste 5. Storage of waste 6. Treatment of waste 7. Final Disposal of waste Mitigation measures will be managed as follows; ▪ Arrange to keep necessary equipment for hospital waste disposal. ▪ Train hospital staff how to take care for waste management. ▪ Keep Waste Water from Laundry, OT & Labor room in separate Tank. ▪ Hazardous waste containers must be in good condition and keep containers closed. ▪ Label every container with the type of waste; hazardous or non-hazardous. ▪ Arrange for proper packaging system by using waste containers & garbage bags as per guidelines of the Ministry of Health and WHO. ▪ Garbage and all waste to be cleared and disposed in the morning and evening or whenever it is full. ▪ Waste are sent out to the designated area through the dirty corridor at the end of each operating session. ▪ Safe storage and disposal of sharp waste bins once it is ¾ full or 2 weeks. ▪ Use Incinerator for Sharp waste if necessary. ▪ Follow the instructions of Hospital Waste Management and Treatment systems by Yangon City Development Committee (YCDC) under Yangon Region Government.

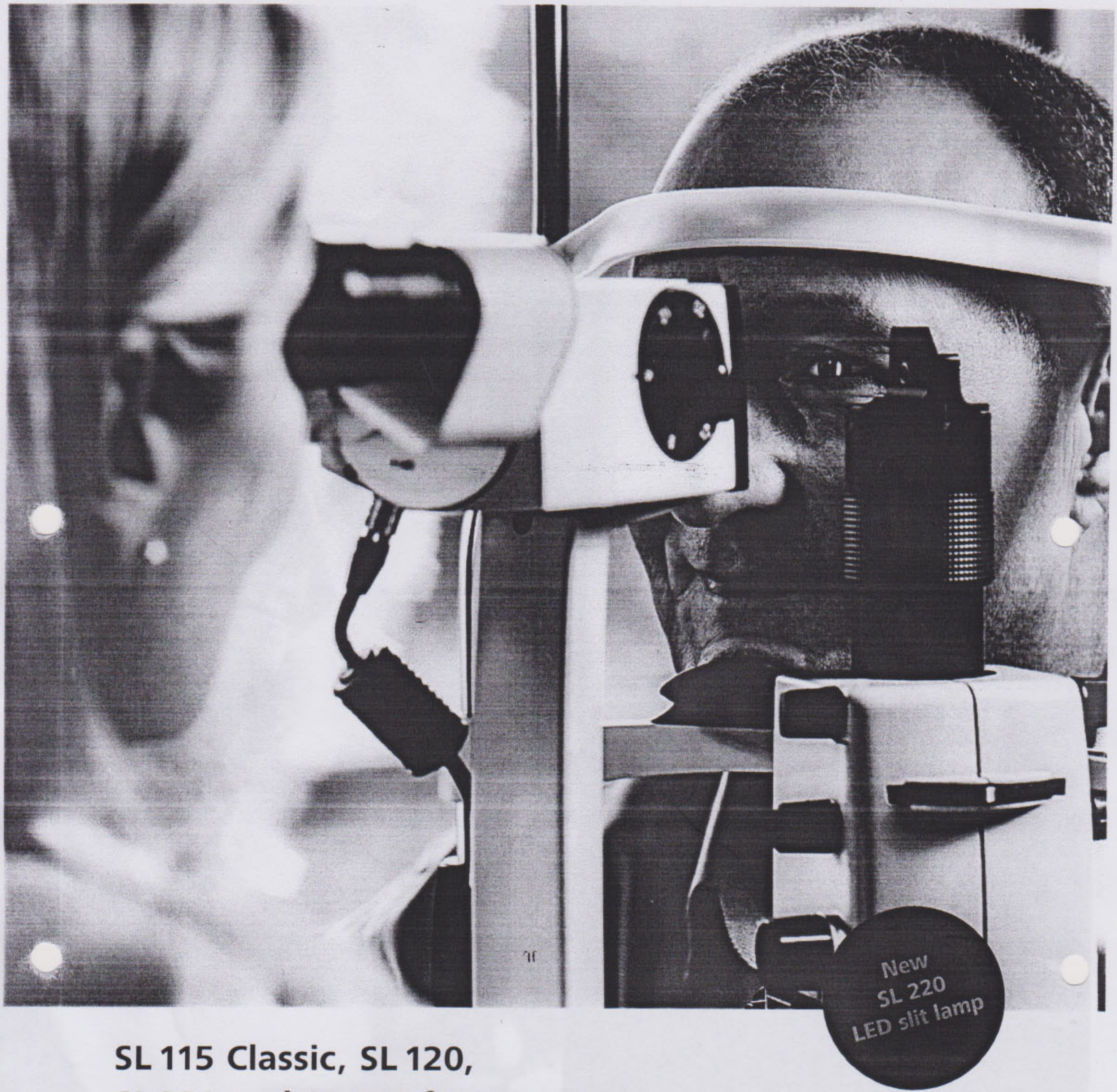
		▪ In addition, we will arrange the methods of Treatment and final disposal of Hospital Waste as following; **Methods of Treatment and Final Disposal of Hospital Waste** Non-Hazardous waste can be divided into two types; Biodegradable waste and Inorganic waste. Biodegradable waste from landscape and kitchen can be composted. Inorganic waste can be recyclable and reuse it. Infectious Clinical wastes are divided into two types; sharps and non-sharps. Sharps wastes can be steam sterilized and shred deep burial encapsulation. Non-sharps wastes from Clinical waste from patient care can be classified into two types; plastics and non-plastics. Plastics, Disposables Syringes, IV sets, Catheters and ET tubes can be steam sterilized and shred then landfill. Non-plastic wastes such as Cotton, Gauze dressings contaminated with blood, purulent exudate, and secretions excretions can be steam sterilized and shred or incinerated by incinerator and landfill.

11-2. ENVIRONMENTAL MANAGEMENT PLAN

Sr.No.	Issues	Mitigation Measures
3.	**Fuel Oil Storage Tanks**	Need to keep a few fuel oil (Diesel) storage tanks to run Generator for back-up power system. ▪ Prevent tank overfilling and spilling. ▪ Label tank contents to prevent mixing. ▪ Properly maintain tanks to prevent corrosion. ▪ Inspect tanks daily for leaks and spills. ▪ Maintain appropriate spill containment equipment and train employees on proper usage. ▪ Clean up spills as soon as possible.
4	**Impacts on Noise Quality**	There will only be low noise level while conducting renovation of interior building. ▪ Monitor and control sound level not to disturb near and surrounding area of the building as much as possible. ▪ Provide Earplugs or earmuffs to all workers where exposure is 85 dB or more during renovation. ▪ Select equipment with specification of low noise level if it is required to use any new machines for renovation.

ISEC Myanmar Company Limited
No..........
Date.......

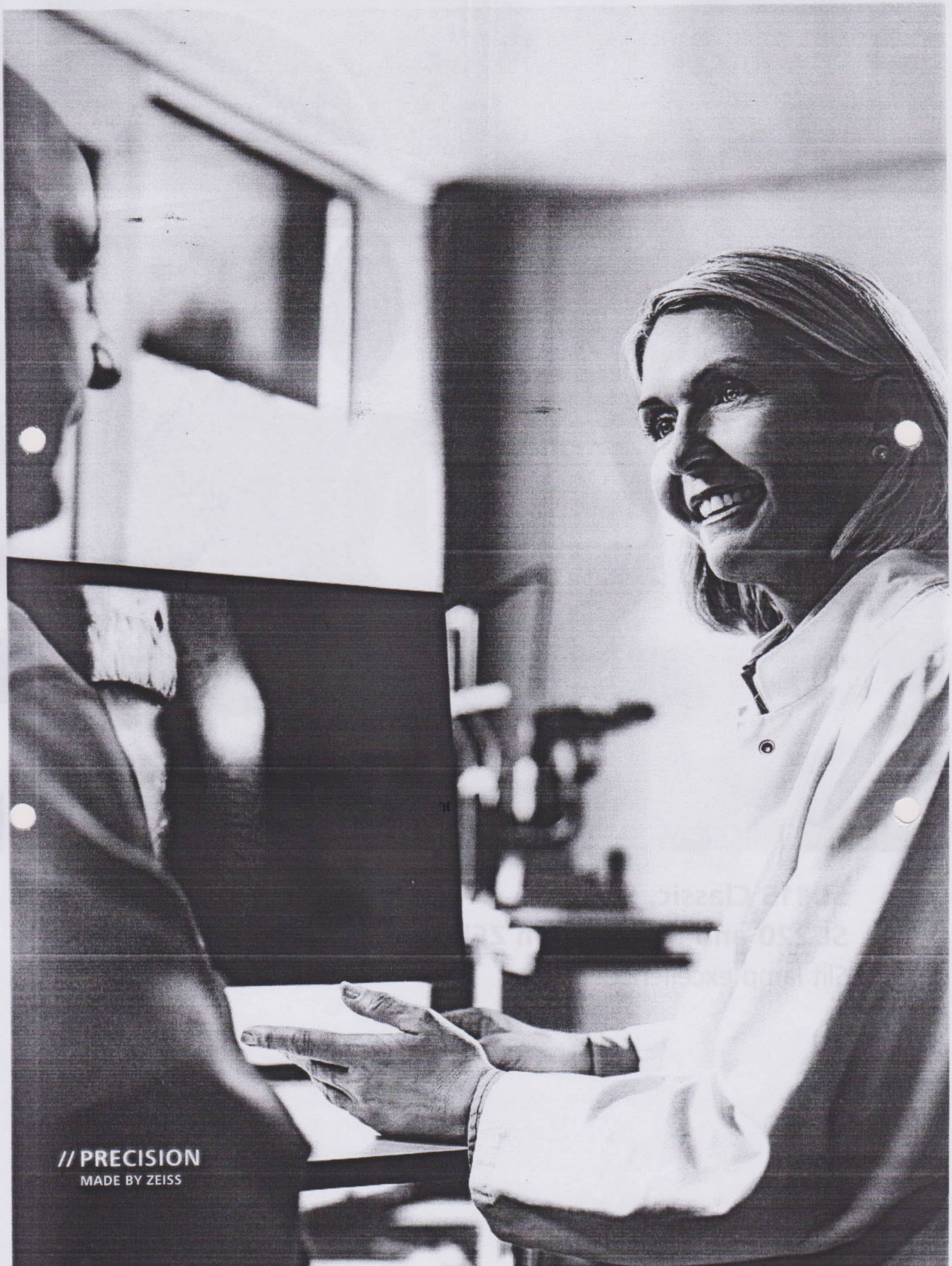
Khin Ei Ei
Director
ISEC Myanmar Co.,Ltd



SL 115 Classic, SL 120, SL 220 and SL 130 from ZEISS

Slit lamp excellence

ZEISS

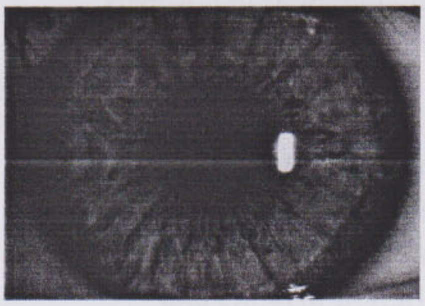

// PRECISION
MADE BY ZEISS

"Just what I want to see."

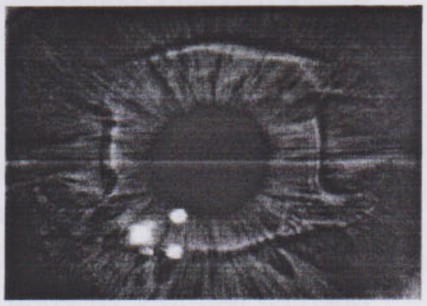
From daily routine to specialized examinations: ZEISS slit lamps deliver high-resolution images that let you focus precisely on what you want and need to see. Not only that, with the integrated SL Imaging Module from ZEISS, you can document and archive all your examinations – for patient consultations, presentations or simply for review.

The ZEISS SL Imaging Module comprises the SL cam 5.0, a fully integrated, highly compact 5-megapixel camera and the SL imaging software, delivering superb images and videos. It is also available as an easy upgrade kit for existing ZEISS slit lamps.

Overview images

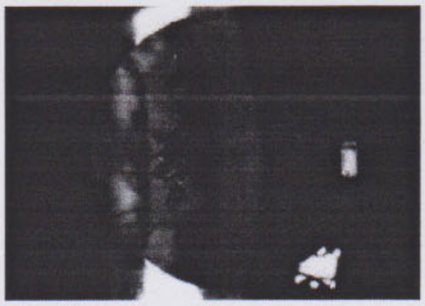


Overview in diffuse illumination

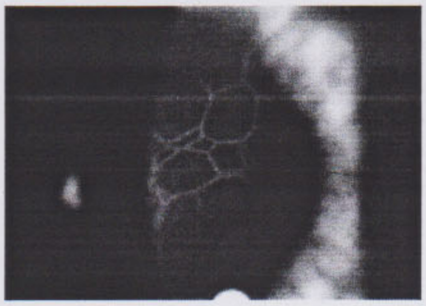


Iris-fixated phakic IOL [2)]

Slit illumination images



Capsular bag structures in direct focal illumination [3)]

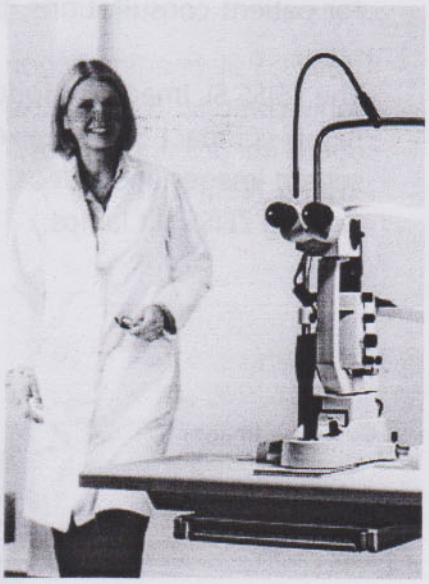


Corneal structures in direct focal illumination [3)]

ZEISS slit lamps

"My image precisely."

ZEISS slit lamps are standard equipment for ophthalmologists, optometrists and many opticians. Eye care professionals often have very different requirements in terms of the examinations they perform.

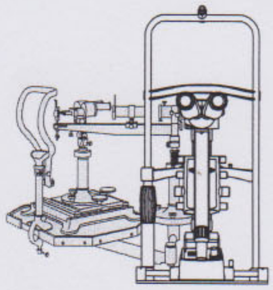


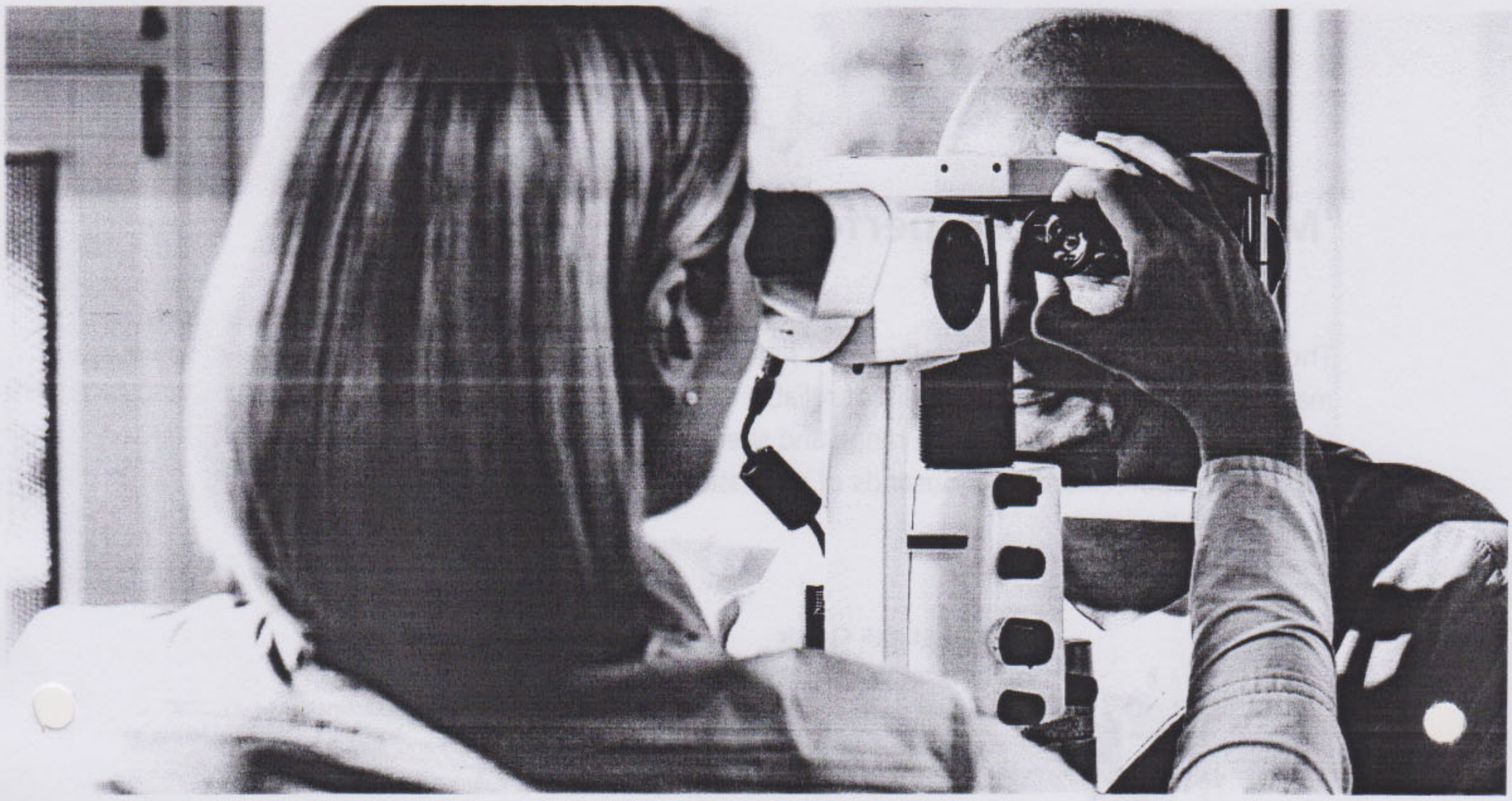
Slit lamps from ZEISS reflect these distinctions. Delivering proven quality for reliable performance every day, they combine premium optics with superb mechanical performance and versatility. Excellent ergonomics, simple handling, convenient documentation and easy upgradeability have made them mainstays in practices around the world.

But ZEISS slit lamps are much more than that. They incorporate special qualities that assist you in your daily tasks by providing unique workflow-oriented features. Offering different benefits and specifications, our slit lamps are valuable assets for all eye care professionals.

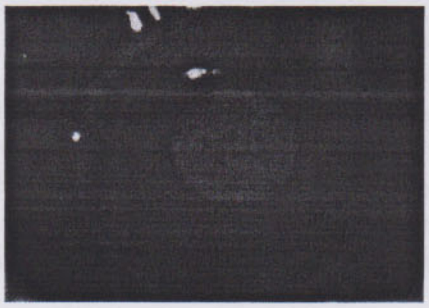
Slit lamps start with ZEISS

ZEISS developed the first slit lamp back in 1911 together with the Swedish ophthalmologist and Nobel laureate Allvar Gullstrand. Since then, we have worked closely with leading ophthalmologists to further advance this unique eye examination instrument. The result? Premium imaging quality and reliability – made by ZEISS.

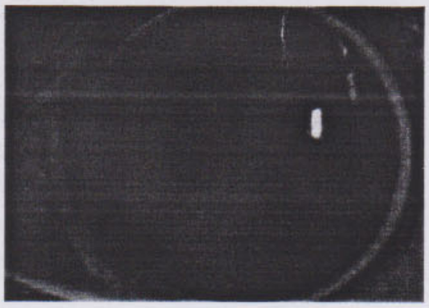




Fluorescein images

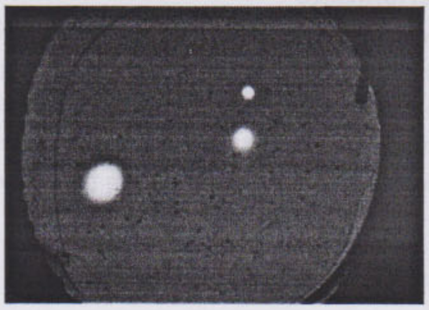


Deep anterior lamellar keratoplasty (DALK) [1]

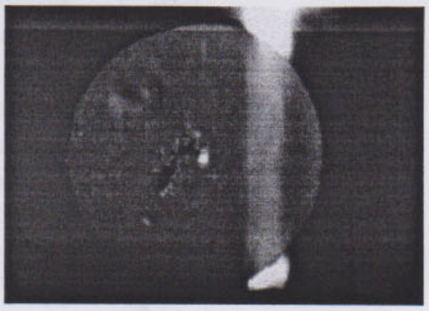


Assessing a soft contact lens with fluorescein

Retro-illumination images



Glistenings in an IOL [1]



Christmas tree cataract in retro-illumination

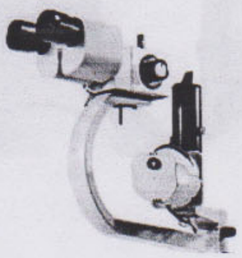
1) Courtesy of Sheraz Daya, MD FACP FACS FRCS(Ed), Centre for Sight, Corneoplastic Unit & Eye Bank, Queen Victoria Hospital, East Grinstead, UK

2) Courtesy of Prof. Dr. med. Thomas Kohnen, Ophthalmology Clinic, Hospital of the Johann Wolfgang Goethe University Frankfurt am Main, Frankfurt, Germany

3) Courtesy of Prof. Dr. med. Jürgen Strobel, Eye Clinic of the Friedrich Schiller University Jena, Jena, Germany

"My slit lamp is a perfect fit."

The members of the ZEISS family of slit lamps are made from high-quality materials and built to provide years of reliable service. Yet each one of them is unique in its usability, application range and special qualities. A ZEISS slit lamp is a perfect fit, appreciated by thousands of professionals around the world.



ZEISS SL 115 Classic
Focus on the essentials

This solid performer enables quick, simple and convenient eye examinations. With its integrated power supply, it offers immediate plug-and-play readiness. The instrument features a swing-in yellow filter for fluorescence examinations, 3-step magnification, a wide illuminated stereo field of view as well as practice-oriented and single-handed operation for all slit adjustments.



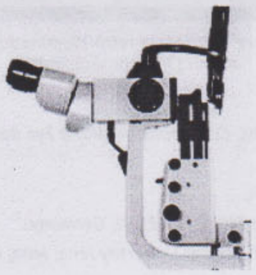
ZEISS SL 120
Sharp versatility

As a powerful all-rounder, the ZEISS SL 120 offers precise, efficient support for wide ranging applications, including anterior chamber and vitreous assessments. High-contrast images with excellent detail resolution, intuitive operating features such as a quick action brake and easy-grip controls enable reliable and efficient diagnoses – day in and day out.



ZEISS SL 220
Bright performance

With its popular user interface, latest LED illumination and convenient operation, the ZEISS SL 220 slit lamp covers a broad spectrum of applications. Superb optical and mechanical qualities paired with detail and contrast-rich images allow for fast, precise examinations. Wide-ranging accessories let you choose the way you want to work.



ZEISS SL 130
Top of the line

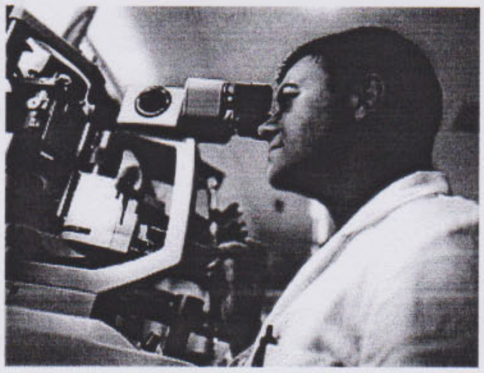
A premium slit lamp in every sense, the ZEISS SL 130 offers the highest application versatility. Combined with the VISULINK® 532/U and VISULAS® 532s from ZEISS, it even performs laser therapy. Key highlights include superb optics, intuitive handling, symmetrically arranged easy-grip controls and special features like the triple slit and a tiltable prism head.

Overview of ZEISS slit lamps

	ZEISS SL 115 Classic	ZEISS SL 120	ZEISS SL 220	ZEISS SL 130
Illumination style	Integrated	Integrated	Tower	Integrated
Light source	Halogen	Halogen	LED	Halogen
Magnification	3-step	5-step	3-step 5-step	5-step
Tube	Convergent	Convergent or parallel	Convergent or parallel	Convergent or parallel
Maximum slit length	14 mm	14 mm	12 mm	14 mm
Angle of incidence	0°	0°, optional: continuously 0°… 20°	Variable in steps of 0° / 5° / 10° / 15° / 20°	Continuously 0°… 20°
Yellow filter	Integrated	Optional	Integrated	Optional

Overview of accessories for ZEISS slit lamps

	ZEISS SL 115 Classic	ZEISS SL 120	ZEISS SL 220	ZEISS SL 130
ZEISS Imaging Solution	SL cam 5.0	SL cam 5.0 DigiCam Set	SL cam 5.0 DigiCam Set	SL cam 5.0 DigiCam Set
ZEISS Applanation Tonometer	AT 020	AT 020 or AT 030	AT 030	AT 020 or AT 030



Built to perform

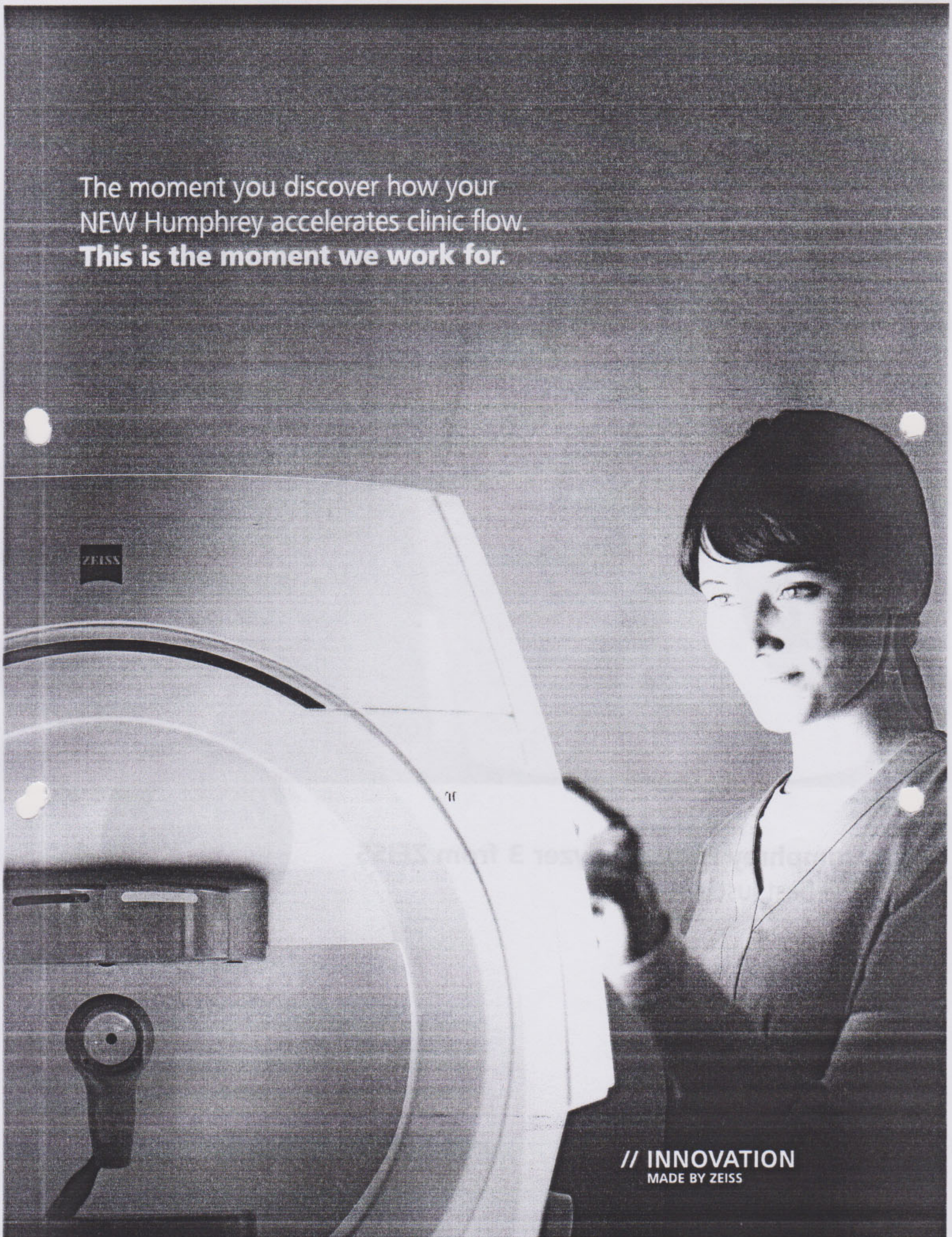
ZEISS slit lamps represent German engineering at its best. They are designed to fulfill the demands of extensive daily operation. Each one is subject to a series of stringent quality controls before leaving the factory. As a result, they provide many years of dependable service. Eye care professionals can fully rely on their instrument to perform.

ZEISS customers can also take full advantage of our global service network, including local hotlines, quick response, expert consultation and attractive financial offers.

CE

Carl Zeiss Meditec AG
Goeschwitzer Strasse 51–52
07745 Jena
Germany
www.zeiss.com/slitlamps
www.zeiss.com/med/contacts

EN_33_020_0002II Printed in Germany. CZ-VII/2016 International Edition: only for sale in selected countries.



The moment you discover how your
NEW Humphrey accelerates clinic flow.
This is the moment we work for.
ZEISS
// INNOVATION
MADE BY ZEISS



NEW HFA3 with Liquid Lens Technology

Humphrey Field Analyzer 3 from ZEISS

The best just got better

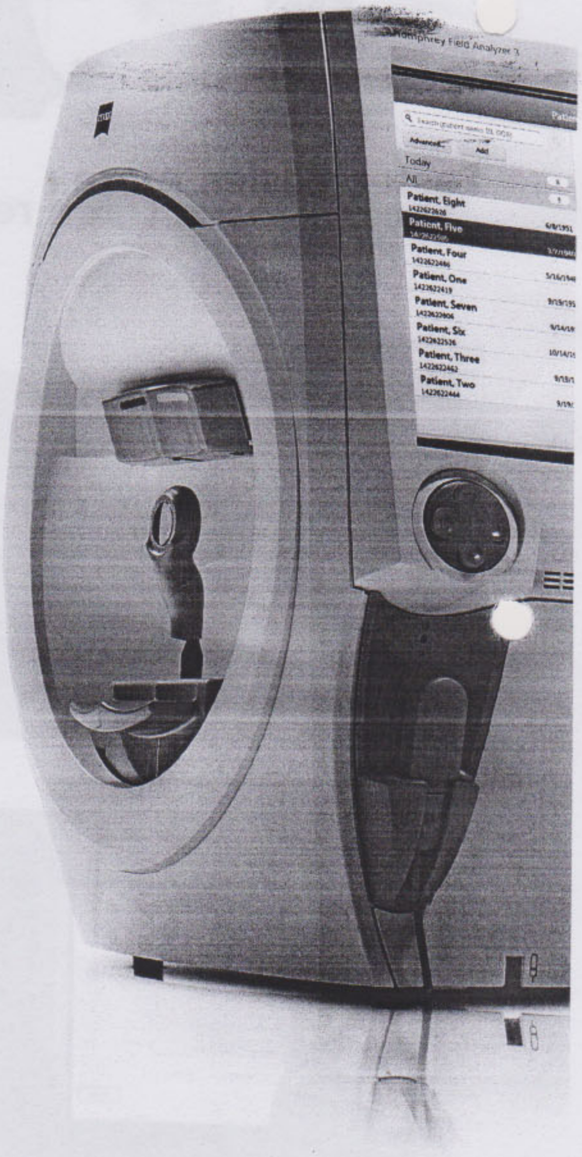
ZEISS

We make it visible.

The new ZEISS Humphrey Field Analyzer 3 featuring Liquid Lens technology

The new Humphrey® Field Analyzer 3 (HFA3) combines everything you've always valued in a Humphrey with more than you could imagine to make it faster, easier and more reliable than ever.

The best just got better.



Key benefits

HFA3 provides a streamlined and faster workflow with an array of new features designed to:

Reduce errors with a single trial lens. Using liquid pressure, the new Liquid Trial Lens™ instantly delivers each patient's refractive correction with the touch of a button.*

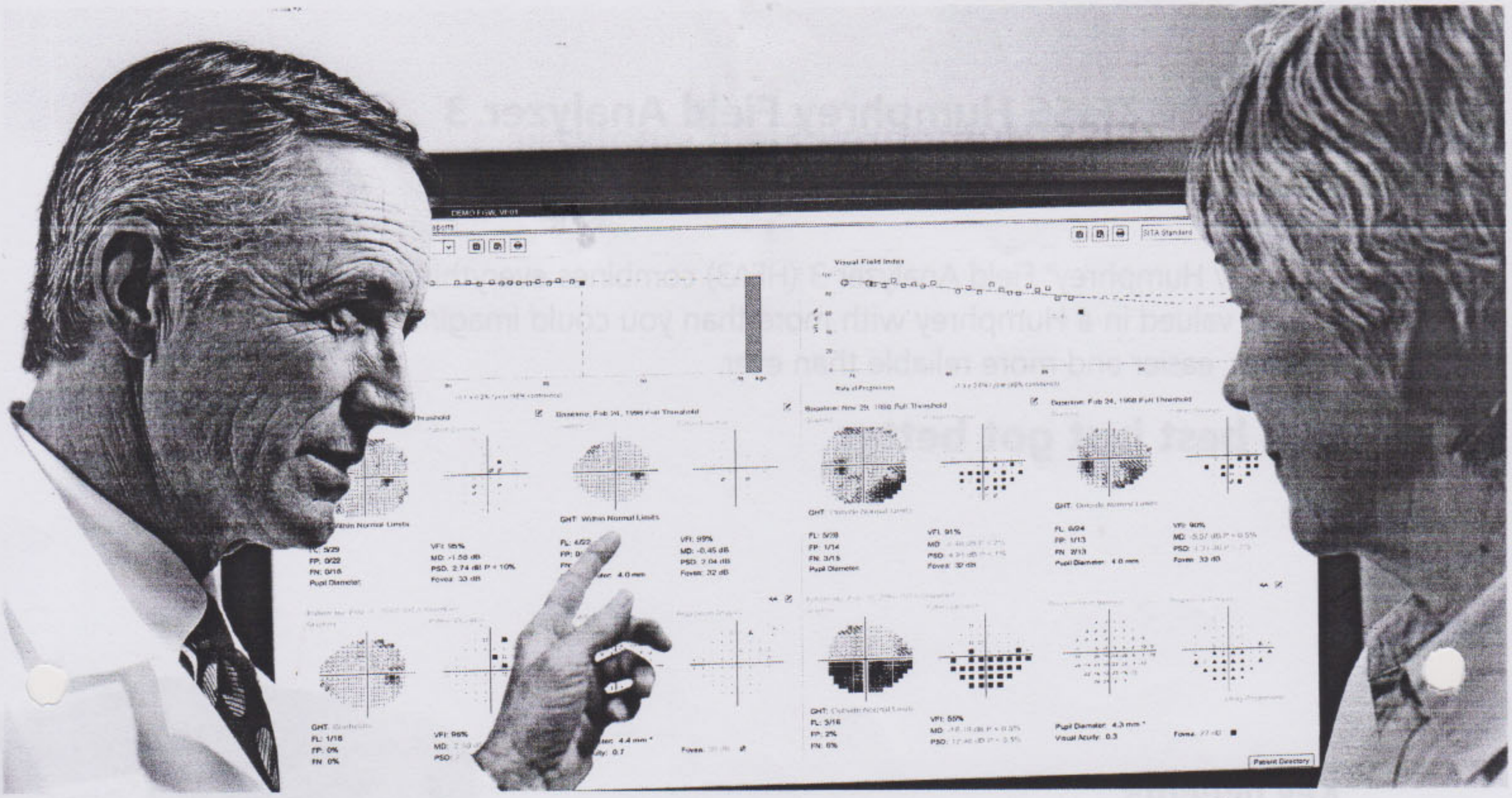
Save time with an intuitive new SmartTouch™ interface that helps to shorten chair time.

Accelerate clinic flow with equipment that can be learned quickly and operated easily.

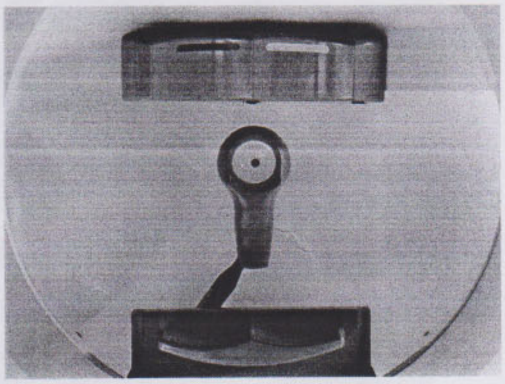
Improve confidence in test results with RelEYE™. Instantly review the patient's eye position, at any stimulus point.

Gain peace of mind with seamless transferability of legacy data from the HFA II and HFA II-*i* to the HFA3.

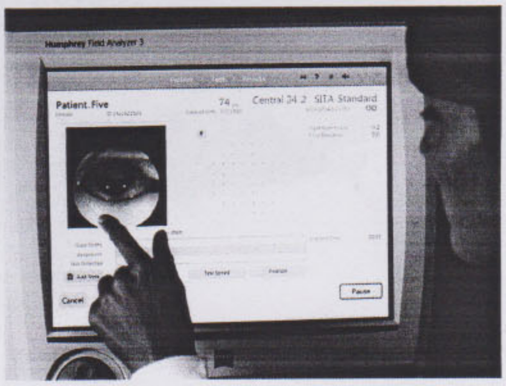
** Available correction range is -8 to +8 diopters sphere. Spherical correction only. Liquid Trial Lens available on the HFA3 model 860.*



Faster, easier, more reliable than ever



Liquid Trial Lens



SmartTouch interface

Liquid Lens technology: One lens, fewer mistakes
The new automatic Liquid Trial Lens reduces patient setup time by automatically loading each patient's refractive correction from the previous exam. The result is faster patient flow and reduced chance of error when selecting a lens during test setup.

SmartTouch interface: Ready, set, test!
The new HFA3 platform gets you up and running with fewer touches. Simply select the patient's name and press start, all using an all-new color graphic user interface.

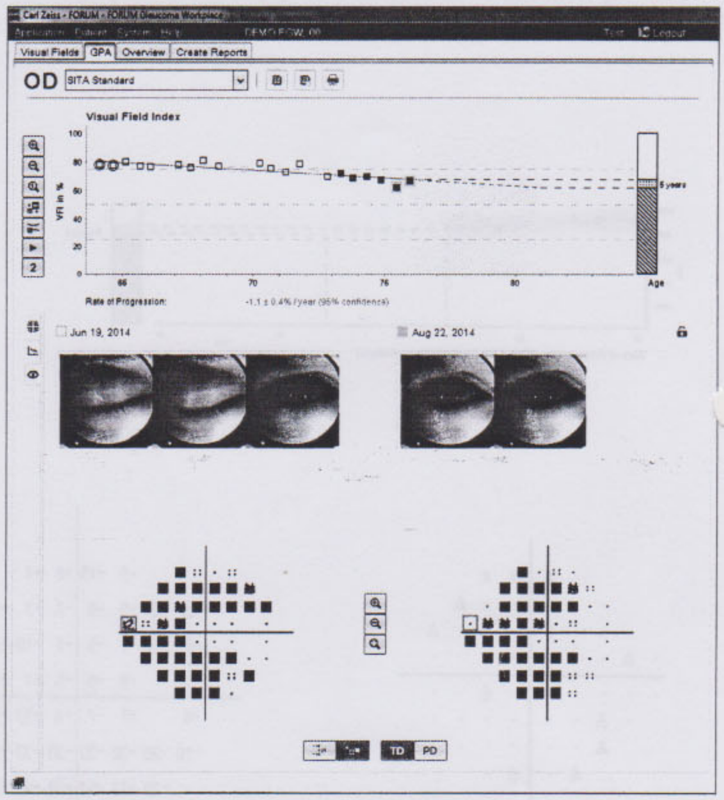
Exclusive gaze tracking: On track? Know right now
Save time with improved gaze tracking initialization.

Kinetic Perimetry: Significant advancements
Easy to use kinetic graphical user interface with full 180° testing range.

HFA review with FORUM Glaucoma Workplace from ZEISS

- Review quantitative and qualitative information from all standard HFA analyses, in an easy-to-read format
- Change baselines and capture, track and measure progression simply and easily with Guided Progression Analysis™ (GPA™)
- Use RelEYE to preserve an image of the patient's eye at every stimulus presentation during a SITA™ Standard test
- Assess patient's compliance with RelEYE in both GPA and single-field analysis modes
- Work with either Mean Deviation (MD) or Visual Field Index™ (VFI™)—or both
- Generate HFA reports using a MAC or a PC

HFA review report with RelEYE and GPA



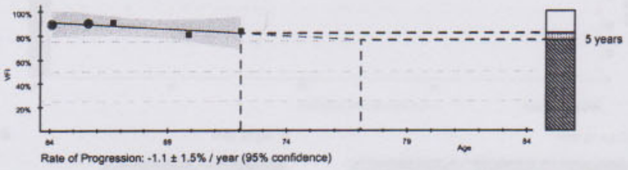
*Example of a report using RelEYE**



** RelEYE is available on both the instrument and through FORUM Glaucoma Workplace.*

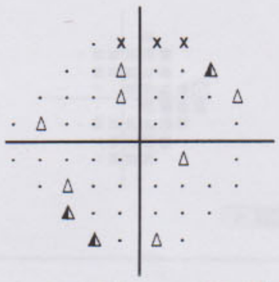
Everything you expect from a Humphrey

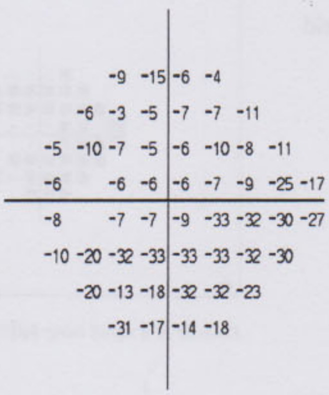
The advances in HFA3 from ZEISS only add to the reliable standard that thousands of practices already depend on for critical diagnoses. The new model still delivers the interactive analysis you need, when and where you need it.

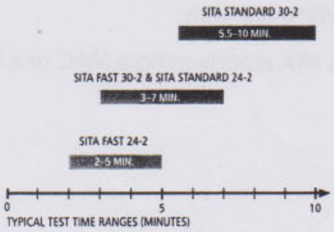


Visual Field Index

VFI is a simple and intuitive global index. Its most powerful application is GPA, which trends VFI over time.







GPA Alert

A message in simple language that indicates whether statistically significant deterioration was identified in consecutive visits.

STATPAC™

The language of perimetry, STATPAC compares results to proprietary age normative and glaucoma databases.

SITA Strategies

Unsurpassed in efficiency, SITA is patient responsive: It learns to perform as fast as the patient wants to go.

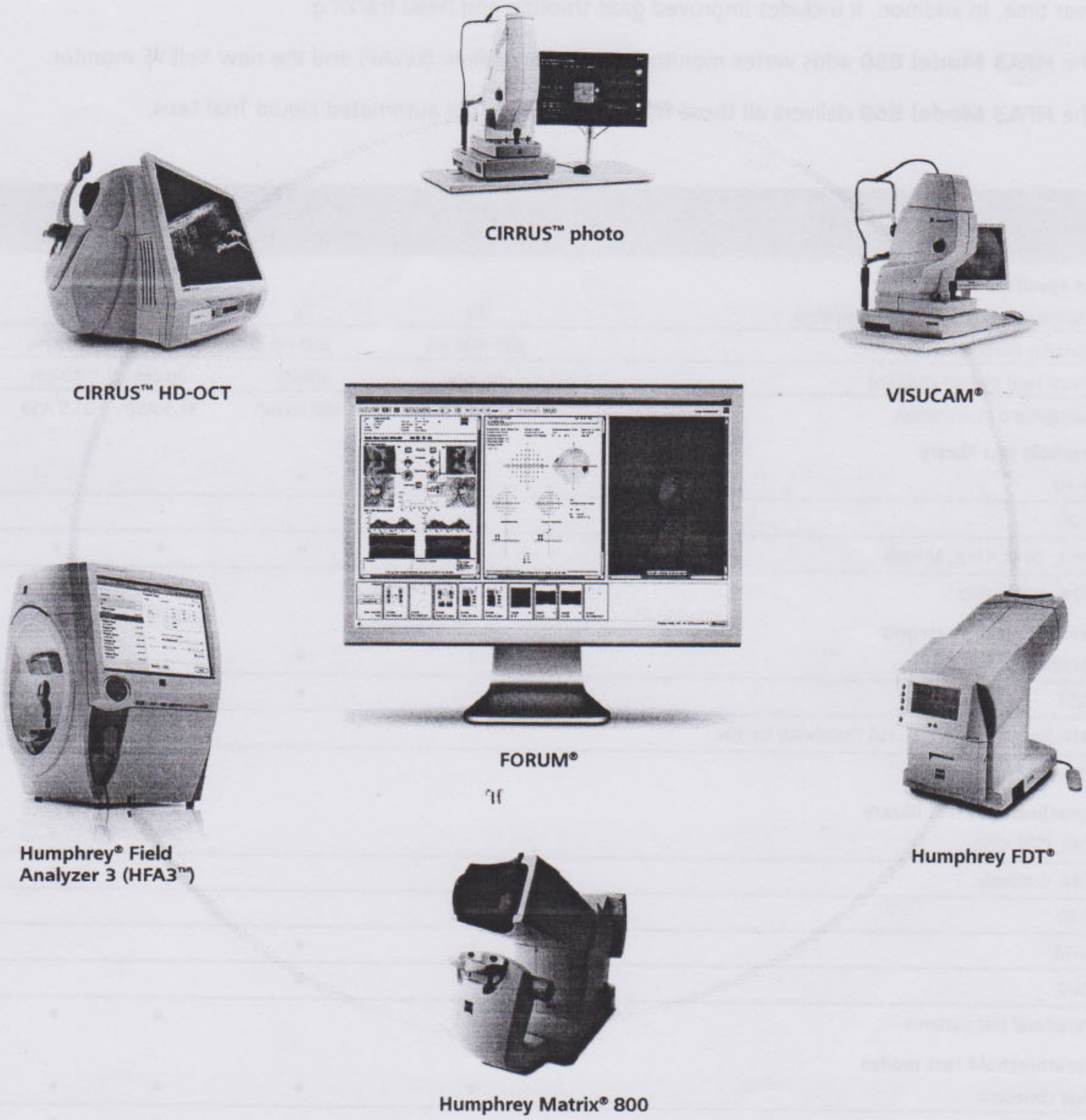
Connectivity

HFA3 connects to other HFA3 and HFA II-*i* perimeters. For comprehensive connectivity, HFA3 can be connected to FORUM with FORUM Glaucoma Workplace. HFA3 also supports common file folder sharing used by most Electronic Medical Record Systems (EMRs).

For years, the Humphrey Field Analyzer has brought certainty to glaucoma diagnosis. The HFA3 preserves everything that made its predecessors the gold standard in perimetry—then takes that standard to new heights with innovations that enhance reliability and efficiency.

Certainty for years with the ZEISS Glaucoma Suite

A broad range of innovative diagnostic and imaging solutions are transforming your point of care. Today, your **ZEISS Glaucoma Suite** delivers a ZEISS solution that can either stand alone or seamlessly integrate into a comprehensive all-practice solution through FORUM that puts critical information at your fingertips—in an instant.



Partnering with reliable expertise

ZEISS is dedicated to enhancing the long-term value of your investment through a highly skilled field and technical support organization. ZEISS service agreements encompass the full range of support offerings to ensure optimal system uptime and workflow convenience. You can count on ZEISS to support your needs for high productivity and cost containment while delivering the optimum in customer care.

Technical data

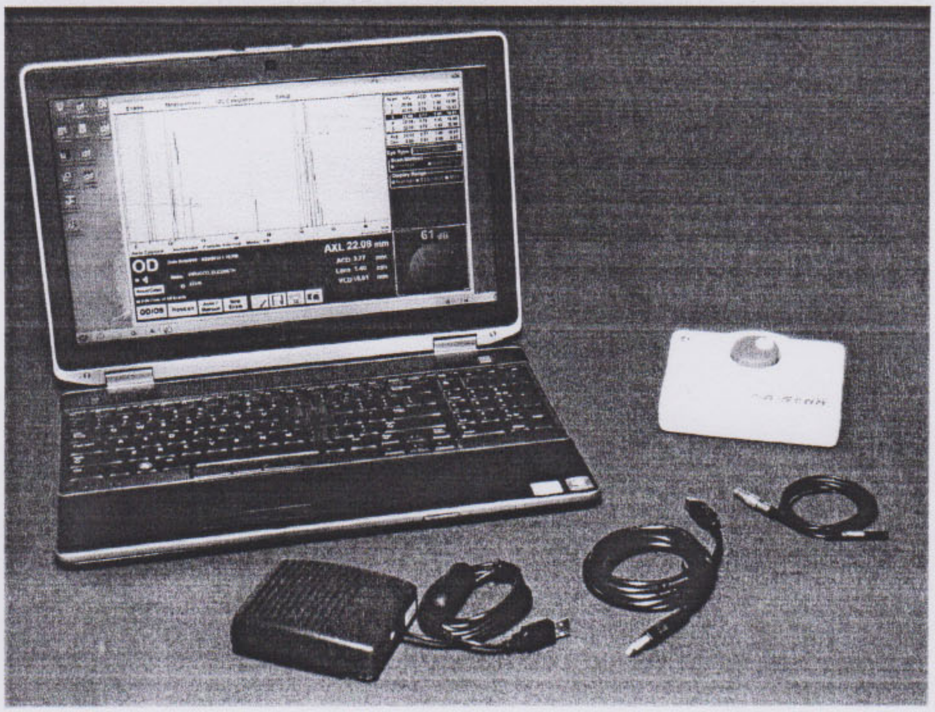
Specifications

The HFA3 that's right for you

- The **HFA3 Model 840**, like all models, performs custom static testing with custom static patterns for stimulus sizes I through V, and features Guided Progression Analysis (GPA) to assist in care management over time. In addition, it includes improved gaze tracking and head tracking.
- The **HFA3 Model 850** adds vertex monitoring, blue-on-yellow (SWAP) and the new RelEYE monitor.
- The **HFA3 Model 860** delivers all these features and adds the automated Liquid Trial Lens.

Specifications	**Humphrey FDT**	**Humphrey Matrix 800**	**HFA3**		
			840	**850**	**860**
Test specifications					
Maximum temporal range (degrees)	30	30	80	80	80
Stimulus duration	200-400 ms	300 ms	200 ms	200 ms	200 ms
Visual field testing distance	Infinity	Infinity	30 cm	30 cm	30 cm
Background illumination	100 cd/m²	100 cd/m²	31.5 ASB	31.5 ASB	31.5 ASB
Threshold test library					
N-30	•	•			
C-20	•				
24-2, 30-2, 10-2, Macula		•	•	•	•
60-4, Nasal step			•	•	•
Threshold test strategies					
MOBS	•	•			
ZEST		•			
SITA Standard, SITA Fast, Full Threshold, FastPac			•	•	•
SITA-SWAP				•	•
Suprathreshold test library					
C40, C76, C80			•	•	•
C64, C-Armaly			•	•	•
C-20	•				
N-30	•	•			
24-2		•			
Peripheral test patterns			•	•	•
Suprathreshold test modes					
Age corrected	•	•	•	•	•
Threshold related, Single intensity			•	•	•
Specialty test library					
Social Security Disability, monocular, binocular			•	•	•
Esterman monocular, binocular, superior 36, 64			•	•	•
Kinetic testing				•	•
Custom Kinetic testing				•	•
Custom Static testing			•	•	•

The A-Scan Plus Connect®



Product #
24-4400

The new A-Scan Plus Connect features intuitive software and upgraded hardware to meet the precision demands of premium IOLs. The A-Scan Plus Connect is the single most effective solution for measuring and calculating all of your patients and refining your surgical outcomes for cataract surgery. It has the ability to measure 100% of patients and works great with dense cataracts and patients with fixation difficulties.

Accutome has also improved the ability to manage your patient data. The A-Scan Plus Connect is a PC based system. This allows for easy export of data to EHR or saving directly to the hard drive.

An on-site instruction program is provided with every purchase of the A-Scan Plus. Accutome makes it a top priority to train facilities on the importance of accurate biometry.

Accutome Inc. 800-979-2020 610-889-0200 Fax: 610-889-3233 www.accutome.com

Equipment Specifications

A-Scan Plus Connect Specifications

Name of Product	A-Scan Plus Connect
Weight	0.43Kg (15.1 oz.)
Dimensions	13.75cm X 9.50cm X 6.40cm (5.4" x 3.7" x 2.5")
Methods	Immersion or contact
Eye Type Settings	Phakic, Dense Cataract, Silicone Filled, Pseudo PMMA, Pseudo Silicone, Pseudo Acrylic, Aphakic, Custom
Measurements	ACD, Lens thickness, VCD, Axial length
Capture Modes	Automatic or manual
Frequency (MHz)	10 MHz
Electronic Resolution	.016mm
Clinical Accuracy	.1mm
Data Points Per Waveform	4096
Measurement Range	.01 - 63.6mm
Adjustable Gain	30-100dB
IOL Formulas	Hoffer Q, Holladay I, SRK/T, Haigis
Post Refractive Formula Methods	Clinical History, Contact Lens, Shammas Clinical
IOL Data Storage	Unlimited
Patient Data Storage	
Data Export	EHR compatible, Network ready
Printer	Any supported by PC
Accessories	USB footswitch, CD containing a-Scan Plus Connect software and manual, Test block

Computer Specifications

PC	Intel Core™ 2 Duo T7200 (2.00GHz) 4M L2 Cache, 667MHz Dual Core or equivalent
I/O Ports	Minimum 4 USB 2.0
Operating Systems	Windows® XP Professional, SP2 or later
Display	15.4 inch WSXGA + LCD or larger
Memory	2.0 GB, DDR2-667 SDRAM
Hard Disk Drive	80 GB, Hard Disk Drive, 9.5 MM, 7200 RPM
CD/DVD Drive	8X DVD+/-RW w/Roxio Software™ and Cyberlink Power DVD
Video Controller	256 MB NVIDIA® Quadro NVS 100M TurboCache™ or equivalent



Facade Design

Exterior Perspective View (Option 1)

24th August 2018

ARCHITECTS 47



Facade Design

24th August 2018

Exterior Perspective View (Option 2)



Facade Design

24th August 2018

47 ARCHITECTS

Exterior Perspective View (Option 3)



Facade Design

Exterior Perspective View (Option 1)

24th August 2018



Reception Interior Image

View 1

24th August 2018

ARCHITECTS 47



Reception Interior Image

24th August 2018

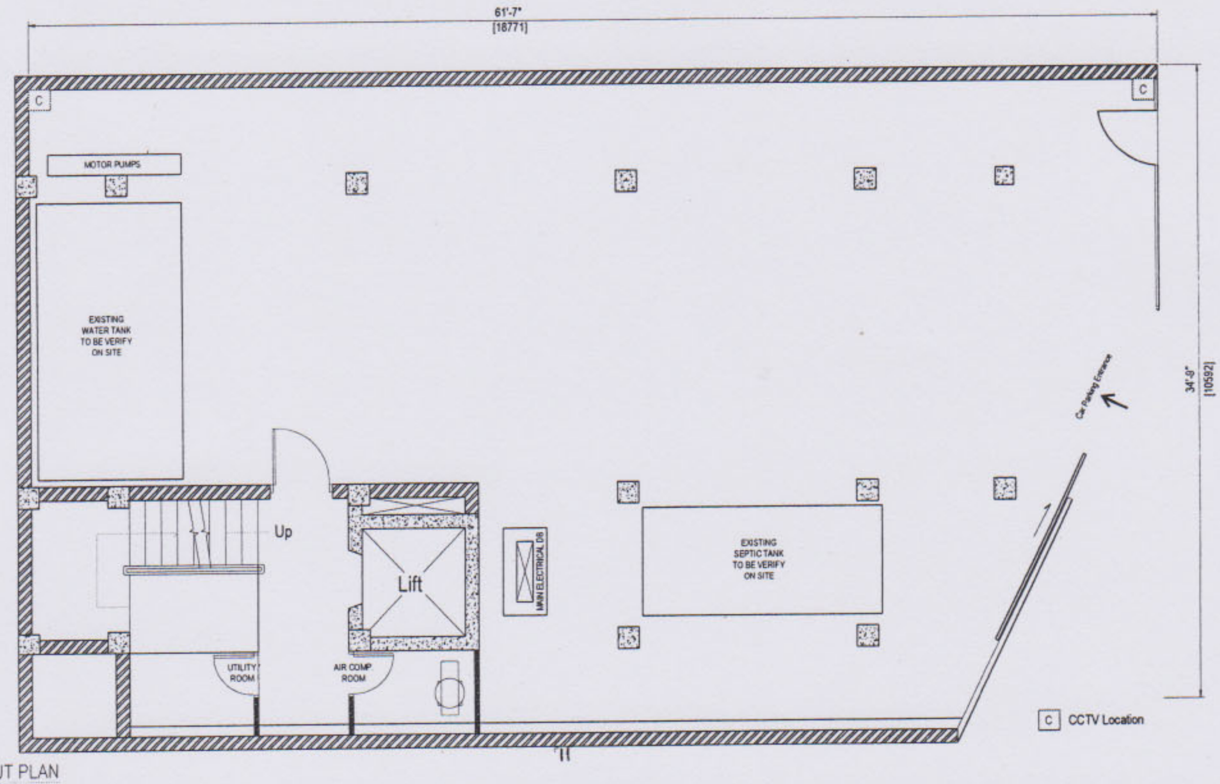
View 2



Reception Interior Image

24th August 2018

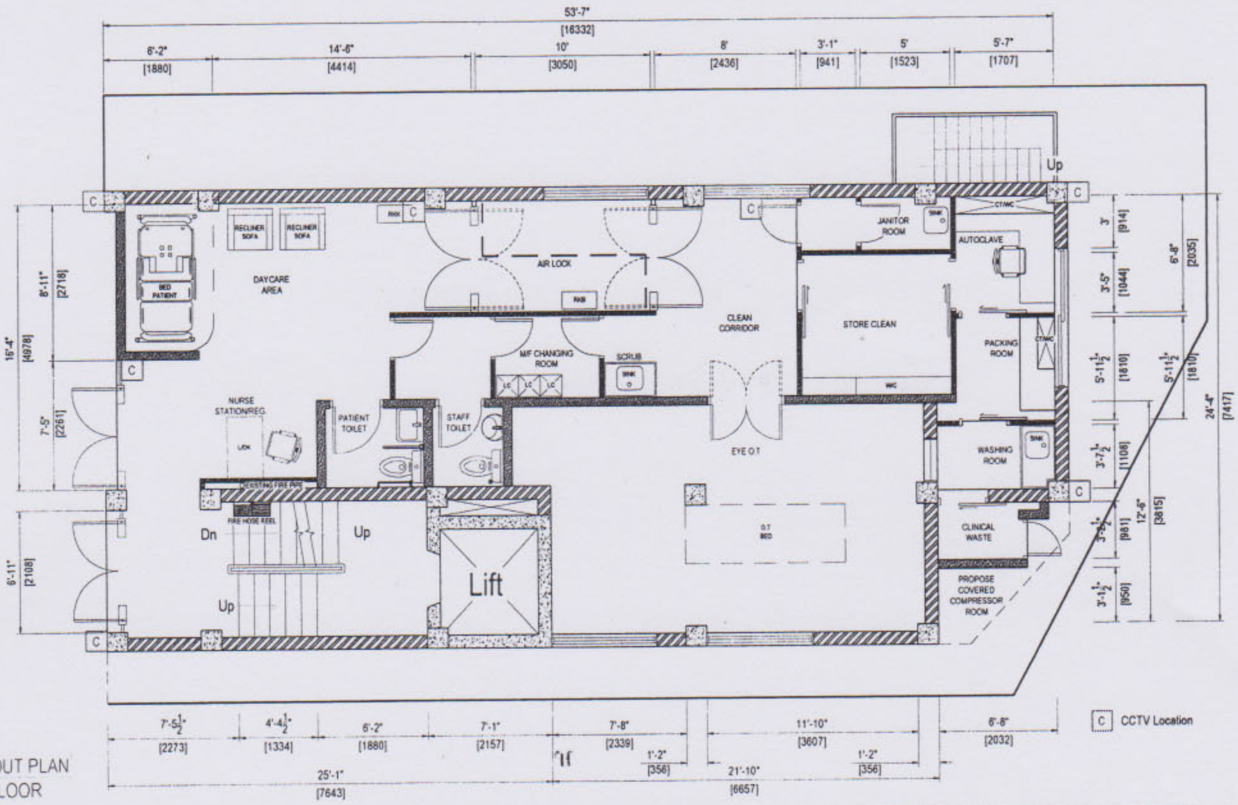
View 3



CCTV LAYOUT PLAN
BASEMENT FLOOR

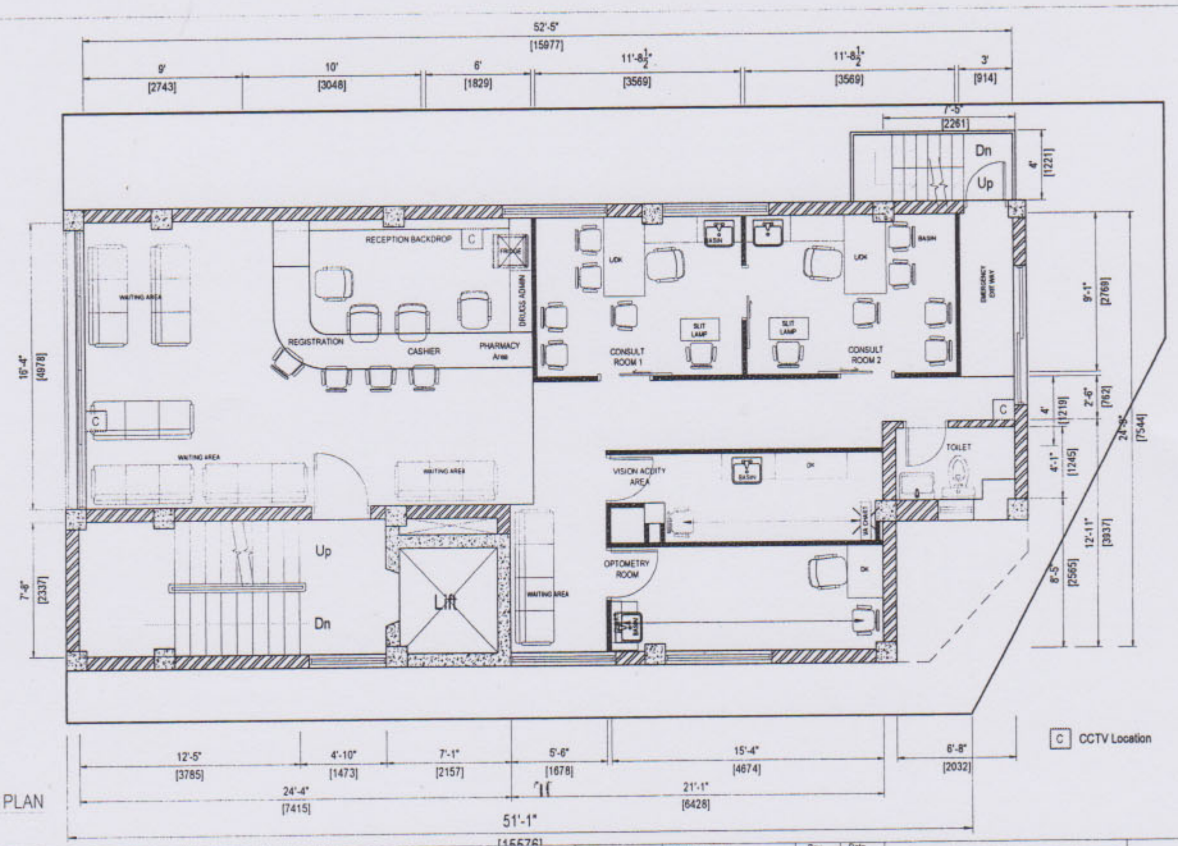
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			Project	ISEC YANGON				
	Drawing Tile	CCTV LAYOUT PLAN	Scale	1:60	CAD/ DSGR	CAD/ DSGR	Client	Date Issued - 21-7-2018
	Proposed by		Date Started	21 July 2018	Digital Name:			Page No.

Rev	Date	
REV-1	RDate-1	
REV-2	RDate-2	
REV-3	RDate-3	
REV-4	RDate-4	
REV-5	RDate-5	
REV-6	RDate-6	



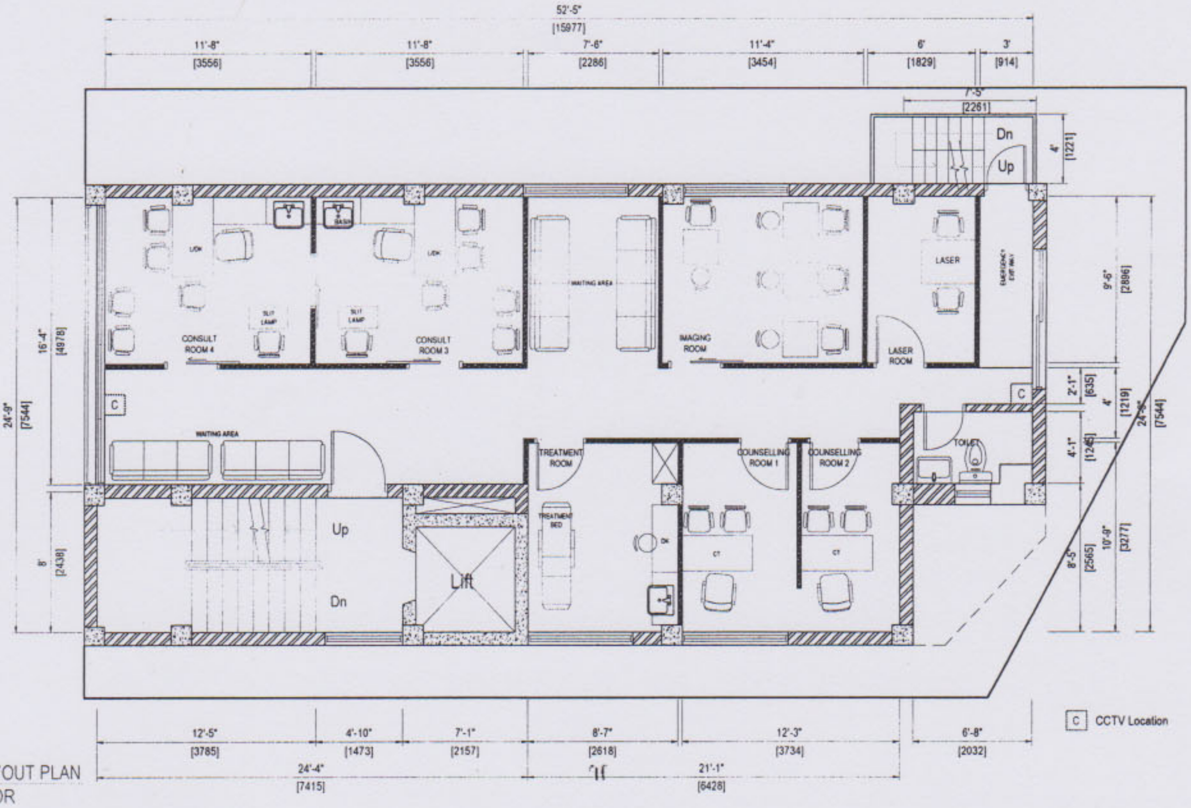
CCTV LAYOUT PLAN
GROUND FLOOR

ARCHICONCEPT INTERIOR	Location	PROPOSED LAYOUT PLAN FOR ISEC EYE CLINIC AT MIN YE KYAW SWAR, YANGON, MYANMAR	Floor Level	Ground -FLR	Drawn By:	Checked By:	Accepted By:	Sheet Name:	Rev	Date	
									REV-1	RDate-1	
			Project	ISEC YANGON					REV-2	RDate-2	
									REV-3	RDate-3	
	Drawing Tile	CCTV LAYOUT PLAN	Scale	1:60	CAD/ DSGR	CAD/ DSGR	Client	Date Issued - 21-7-2018	REV-4	RDate-4	
					Digital Name			Page No.	REV-5	RDate-5	
	Proposed by		Date Started	21 July 2018					REV-6	RDate-6	



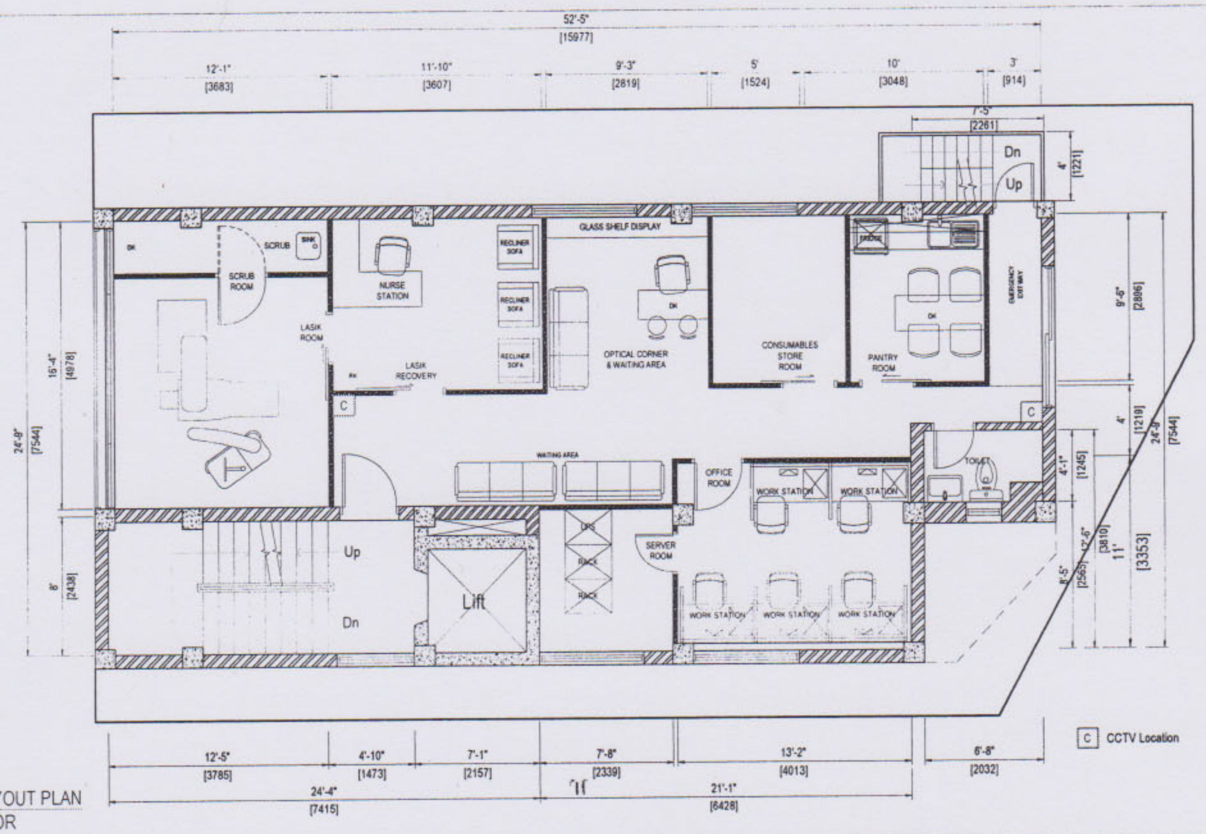
CCTV LAYOUT PLAN
1ST FLOOR

ARCHICONCEPT INTERIOR	Location	PROPOSED LAYOUT PLAN FOR ISEC EYE CLINIC AT MIN YE KYAW SWAR , YANGON, MYANMAR	Floor Level	1ST -FLR(Opt-A)	Drawn By:	Checked By:	Accepted By:	Sheet Name:	Rev	Date
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			Project	ISEC YANGON					REV-2	RDate-2
									REV-3	RDate-3
	Drawing Tile	CCTV LAYOUT PLAN	Scale	1:60	CAD/ DSGR	CAD/ DSGR	Client	Date Issued -21-7-2018	REV-4	RDate-4
									REV-5	RDate-5
	Proposed by		Date Started	21 July 2018	Digital Name			Page No	REV-6	RDate-6



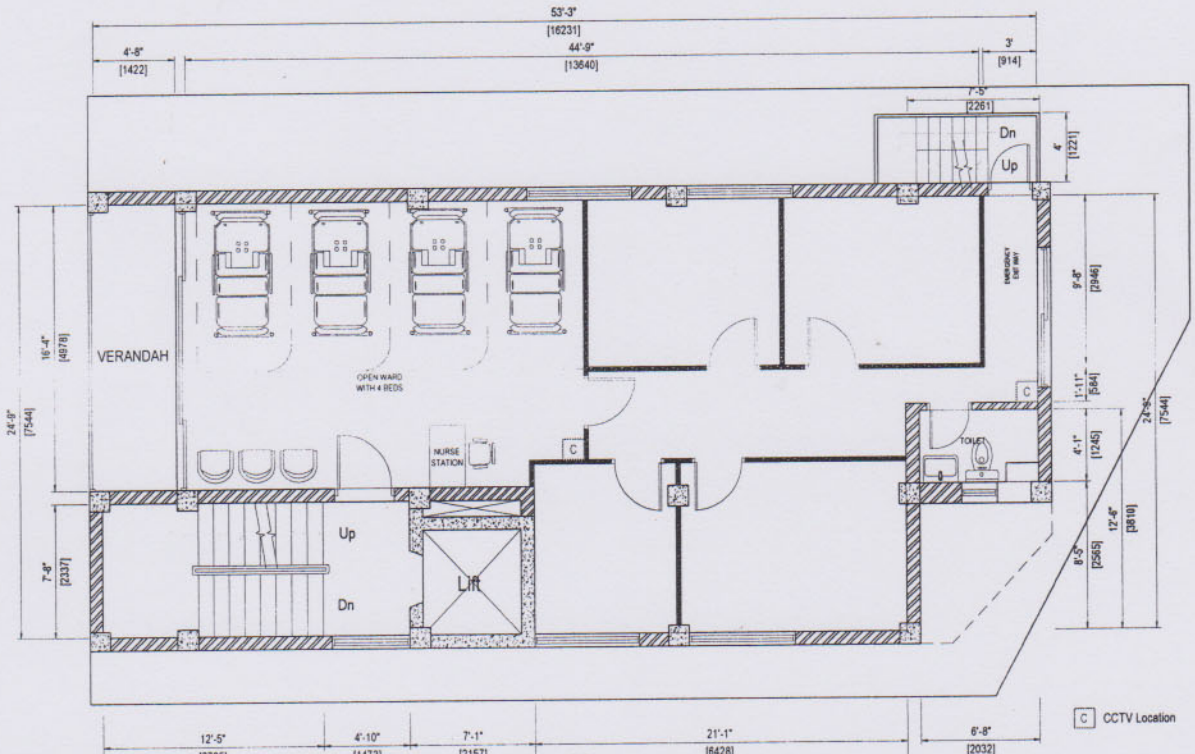
TV LAYOUT PLAN
2ND FLOOR

ARCHICONCEPT INTERIOR	Location	PROPOSED LAYOUT PLAN FOR ISEC EYE CLINIC AT MIN YE KYAW SWAR, YANGON, MYANMAR	Floor Level	2ND-FLR	Drawn By	Checked By	Accepted By	Sheet Name	Rev REV-1	Date RDate-1
			Project	ISEC YANGON					REV-2	RDate-2
									REV-3	RDate-3
	Drawing Tile	CCTV LAYOUT PLAN	Scale	1:60	CAD/ DSGR	CAD/ DSGR	Client	Date Issued -21-7-2018	REV-4	RDate-4
	Proposed by		Date Started	21 July 2018	Digital Name:			Page No.	REV-5	RDate-5
									REV-6	RDate-6



CCTV LAYOUT PLAN
3RD FLOOR

ARCHICONCEPT INTERIOR	Location	PROPOSED LAYOUT PLAN FOR ISEC EYE CLINIC AT MIN YE KYAW SWAR, YANGON, MYANMAR	Floor Level	3RD-FLR	Drawn By:	Checked By:	Accepted By:	Sheet Name:	Rev	Date
			Project	ISEC YANGON					REV-1	RDate-1
									REV-2	RDate-2
									REV-3	RDate-3
	Drawing Tile	CCTV LAYOUT PLAN	Scale	1:60	CAD/ DSGR	CAD/ DSGR	Client	Date Issued -21-7-2018	REV-4	RDate-4
	Proposed by		Date Started	21 July 2018	Digital Name:			Page No.	REV-5	RDate-5
									REV-6	RDate-6



CCTV LAYOUT PLAN
4TH FLOOR

ARCHICONCEPT INTERIOR	Location	PROPOSED LAYOUT PLAN FOR ISEC EYE CLINIC AT MIN YE KYAW SWAR, YANGON, MYANMAR	Floor Level	4th-FLR	Drawn By:	Checked By:	Accepted By:	Sheet Name:	Rev	Date
			Project	ISEC YANGON					REV-1	RDate-1
									REV-2	RDate-2
									REV-3	RDate-3
	Drawing Tile	CCTV LAYOUT PLAN	Scale	1:60	CAD/ DSGR	CAD/ DSGR	Client	Date Issued -21-7-2018	REV-4	RDate-4
								Page No	REV-5	RDate-5
	Proposed by		Date Started	21 July 2018	Digital Name				REV 6	RDate-6

ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA) bizfile+

INFORMATION RESOURCES

WHILST EVERY ENDEAVOR IS MADE TO ENSURE THAT INFORMATION PROVIDED IS UPDATED AND CORRECT. THE AUTHORITY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE OR LOSS THAT MAY BE CAUSED AS A RESULT OF ANY ERROR OR OMISSION.

Business Profile (Company) of ISEC GLOBAL PTE. LTD. (201524377M)

Date: 30/06/2018

The Following Are The Brief Particulars of :

Registration No.	:	201524377M
Company Name.	:	ISEC GLOBAL PTE. LTD.
Former Name if any	:	
Incorporation Date.	:	28/05/2015
Company Type	:	PRIVATE COMPANY LIMITED BY SHARES
Status	:	Live Company
Status Date	:	28/05/2015

Principal Activities

Activities (I)	:	OTHER HOLDING COMPANIES (64202)
Description	:	
Activities (II)	:	
Description	:	

Capital

Issued Share Capital (AMOUNT)	Number of Shares *	Currency	Share Type
	1	SINGAPORE, DOLLARS	ORDINARY

* Number of Shares includes number of Treasury Shares

Paid-Up Capital (AMOUNT)	Number of Shares	Currency	Share Type
1		SINGAPORE, DOLLARS	ORDINARY

COMPANY HAS THE FOLLOWING ORDINARY SHARES HELD AS TREASURY SHARES

Number Of Shares	Currency

Authentication No. : C18437074Q

INFORMATION RESOURCES

Date: 30/06/2018

Business Profile (Company) of ISEC GLOBAL PTE. LTD. (201524377M)

Registered Office Address	: 101 THOMSON ROAD #09-04 UNITED SQUARE SINGAPORE (307591)
Date of Address	: 28/05/2015
Date of Last AGM	: 31/05/2018
Date of Last AR	: 29/06/2018
Date of A/C Laid at Last AGM	: 31/12/2017
Date of Lodgment of AR, A/C	: 29/06/2018

Audit Firms

NAME
ERNST & YOUNG LLP

Charges

Charge No.	Date Registered	Currency	Amount Secured	Chargee(s)

Officers/Authorised Representative(s)

Name / Address	ID	Nationality / Position Held	Source of Address	Date of Appointment
[illegible]E HUNG MING 28 MARLENE AVENUE SERANGOON GARDEN ESTATE SINGAPORE (556654)	S2609959E	MALAYSIAN Director	ACRA	28/05/2015
WONG JUN SHYAN 13 KIARA HILLS JALAN 32/70A DESA SRI HARTAMAS 50490 KUALA LUMPUR MALAYSIA	A23765631	MALAYSIAN Director	ACRA	28/05/2015
LEONG CHEE MENG KENNETH 50 RAFFLES PLACE #32-01 SINGAPORE LAND TOWER SINGAPORE (048623)	S7811845H	SINGAPORE CITIZEN Secretary	ACRA	01/07/2015

Authentication No. : C18437074Q

INFORMATION RESOURCES

Business Profile (Company) of ISEC GLOBAL PTE. LTD. (201524377M)

Date: 30/06/2018

Shareholder(s)

	Name / Address	ID	Nationality/Place of incorporation/Origin	Source of Address	Address Changed
1	ISEC HEALTHCARE LTD.	201400185H	SINGAPORE	ACRA	
	101 THOMSON ROAD #09-04 UNITED SQUARE SINGAPORE (307591)				

Ordinary(Number)	Currency
1	SINGAPORE, DOLLARS

Abbreviation

UL - Local Entity not registered with ACRA

UF - Foreign Entity not registered with ACRA

AR - Annual Return

AGM - Annual General Meeting

A/C - Accounts

OSCARS - One Stop Change of Address Reporting Service by Immigration & Checkpoint Authority.

Note :

- The information contained in this Business Profile is extracted from lodgements filed by this entity with ACRA.

- The list of officers for this entity is available for online authentication within 30 days from the date of purchase of this Business Profile. Please scan the QR code available on the last page of this profile to access the authentication page. For more information, please visit www.acra.gov.sg.

FOR REGISTRAR OF COMPANIES AND BUSINESS NAMES
SINGAPORE

RECEIPT NO. : ACRA180629093512 (Free Business Profile by ACRA)

DATE : 30/06/2018

This is computer generated. Hence no signature required.

Authentication No. : C18437074Q

နိုင်ငံသားစိစစ်ရေးကတ်ပြား



အမှတ် [illegible] ၀၈၇၆၉၉

ရက်စွဲ 4 NOV 200[illegible]

အမည် [illegible]

ဖခင်အမည် ဦး[illegible]မြင့်သိန်း

မွေးသက္ကရာဇ် ၁-၇-၁၉၈၂

လူမျိုး/ဘာသာ ဗမာ၊ ဗုဒ္ဓ

အရပ် ၅' ၃" သွေးအုပ်စု အို

ထင်ရှားသည့်အမှတ်အသား [illegible]

ထုတ်ပေးသူလက်မှတ်

အမည်

ရာထူး

အမှတ်စဉ် D124773

သက်သေခံကတ်ပြားအမှတ်



အလုပ်အကိုင် ကျောင်းသူ

နေရပ်လိပ်စာ [illegible]

ကိုင်ဆောင်သူလက်မှတ်

၁။ ဤကတ်ပြားကို အမြဲဆောင်ထားရမည်။
၂။ ပျောက်ဆုံးပျက်စီးသည့်အခါသက်ဆိုင်ရာ ရဲစခန်း၊ မြို့နယ်လူဝင်မှုကြီးကြပ်ရေးနှင့် အမျိုးသားမှတ်ပုံတင်ရေးဦးစီးဌာနရုံးသို့ သတင်းပို့ရမည်။
၃။ ဤလက်မှတ်ကိုအသက်(၁၀)နှစ်ပြည့်လျှင် လဲလှယ်ရမည်။ ပျက်ကွက်ပါက အရေးယူခြင်းခံရမည်။



နိုင်ငံသား စိစစ်ရေး ကတ်ပြား

အရပ်---

သွေးအုပ်စု---

ထင်ရှားသည့်

အမှတ် အသား---

အမှတ်---

ရက်စွဲ---

အမည်---

ဖခင်၏အမည်---

မွေးသက္ကရာဇ်---

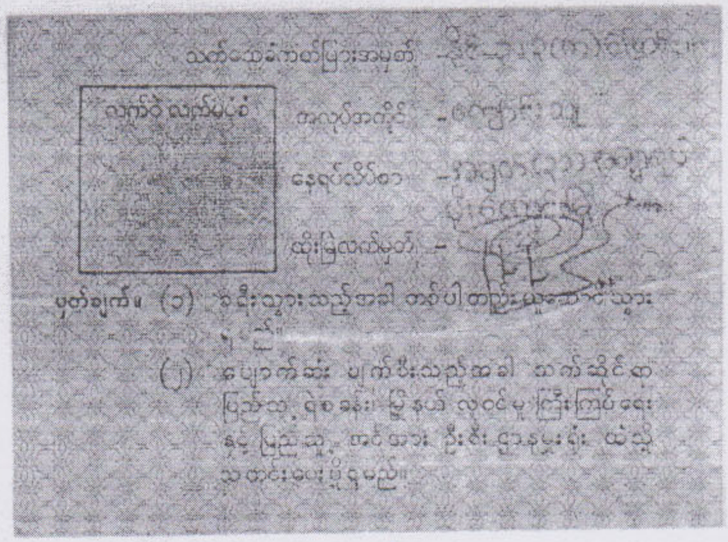
လူမျိုး---

ကိုးကွယ်သည့်ဘာသာ---ဗုဒ္ဓ

ထုတ်ပေးသူ၏လက်မှတ်

အမည်---

ရာထူး---



သက်သေခံကတ်ပြားအမှတ် -

လက်ဝဲ လက်မပုံစံ

အလုပ်အကိုင် - ကျောင်းသူ

နေရပ်လိပ်စာ -

ထိုးမြဲလက်မှတ် -

မှတ်ချက်။ (၁) ခရီးသွားသည့်အခါ တစ်ပါတည်းယူဆောင်သွားရမည်။

(၂) ပျောက်ဆုံး ပျက်စီးသည့်အခါ သက်ဆိုင်ရာ ပြည်သူ့ရဲစခန်း၊ မြို့နယ် လူဝင်မှုကြီးကြပ်ရေးနှင့် ပြည်သူ့အင်အား ဦးစီးဌာနမှူးရုံး ယခုသို့ သတင်းပေးပို့ရမည်။

3

Pemerhatian/Observation

3482164

3 4 8 2 1 6 4 4

Tandatangan Pembawa/Signature of Bearer

MALAYSIA

Pasport / Passport | Jenis / Type: P | Kod Negara / Country Code: MYS | No. Pasport / Passport No: A34821644



Nama / Name
LEE HUNG MING

Warganegara / Nationality
MALAYSIA

Tarikh Lahir / Date of Birth
29 FEB 1964

Jantina / Sex
L-M

Tarikh Dikeluarkan / Date of Issue
23 MAR 2015

Pejabat Pengeluar / Issuing Office
SINGAPORE

No. Pengenalan / Identity No.
640229035005

Tempat Lahir / Place of Birth
KELANTAN

Tinggi / Height
170 cm

Tarikh Tamat / Date of Expiry
23 SEP 2020

P<MYSLEE<HUNG<MING<<<<<<<<<<<<<<<<<<<<<<<<<<<<

A348216444MYS6402293M2009236640229035005<<28

3

36669817

Pemerhatian/Observation

Tandatangan Pembawa/Signature of Bearer

3 6 6 6 9 8 1 7

MALAYSIA

Pasport / Passport | Jenis / Type: P | Kod Negara / Country Code: MYS | No. Pasport / Passport No.: A36669817



Nama / Name
WONG JUN SHYAN

Warganegara / Nationality
MALAYSIA

Tarikh Lahir / Date of Birth
01 OCT 1966

Jantina / Sex
L-M

Tarikh Dikeluarkan / Date of Issue
01 DEC 2015

Pejabat Pengeluar / Issuing Office
KUALA LUMPUR

No. Pengenalan / Identity No.
661001086431

Tempat Lahir / Place of Birth
PERAK

Tinggi / Height
175 cm

Tarikh Tamat / Date of Expiry
01 JUN 2021

P<MYSWONG<JUN<SHYAN<<<<<<<<<<<<<<<<<<<<<<<<<
A366698170MYS6610012M2106010661001086431<<02

Pemerhatian/Observation

31997361

Tandatangan Pemegang/Signature of Bearer

MALAYSIA

Pasport / Passport	Jenis / Type	Kod Negara / Country Code	No. Pasport / Passport No.
	P	MYS	A31997361



Nama / Name
CHOONG YEE FONG

Warganegara / Nationality
MALAYSIA

Tarikh Lahir / Date of Birth
14 MAY 1970

Jantina / Sex
L-M

Tarikh Dikeluarkan / Date of Issue
06 FEB 2014

Pejabat Pengeluar / Issuing Office
KELANA JAYA

No. Pengenalan / Identity No.
700514085345

Tempat Lahir / Place of Birth
PERAK

Tinggi / Height
181 cm

Tarikh Tamat / Date of Expiry
02 AUG 2019

P<MYSCHOONG<YEE<FONG<<<<<<<<<<<<<<<<<<<<<<<<<<<

A319973617MYS7005141M19080227005140853 45<<80

THIS PASSPORT IS VALID FOR ALL COUNTRIES
EXCEPT THE FOLLOWING:

PASSPORT REPUBLIC OF SINGAPORE



Type PA
Country Code SGP
Passport No E6009171B

Name
KHIN KHIN WIN
(CHIA SHAW TINN)

Sex F
Nationality SINGAPORE CITIZEN

Date of birth 15 OCT 1962
Place of birth MYANMAR

Date of issue 28 APR 2016
Date of expiry 09 JAN 2022

Modifications SEE PAGE 2
Authority MINISTRY OF HOME AFFAIRS

National ID No S2624001H

PASGPKHIN<KHIN<WIN<<<<<<<<<<<<<<<<<<<<<<<<<<<<
E6009171B7SGP6210157F2201096S2624001H<<<<<48

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

Certificate of Incorporation

ISEC MYANMAR COMPANY LIMITED

Company Registration No. 100097516

မြန်မာနိုင်ငံကုမ္ပဏီများဥပဒေ၂၀၁၇ အရ

ISEC MYANMAR COMPANY LIMITED

အား ၂၀၁၈ ခုနှစ် ဩဂုတ်လ ၈ ရက်နေ့တွင်

အစုရှယ်ယာအားဖြင့် တာဝန်ကန့်သတ်ထား သည့် အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

အဖြစ် ဖွဲ့စည်းမှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။

This is to certify that

ISEC MYANMAR COMPANY LIMITED

was incorporated under the Myanmar Companies Law 2017 on 8 August 2018 as a Private Company Limited by Shares.

ကုမ္ပဏီမှတ်ပုံတင်အရာရှိ

Registrar of Companies

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

Directorate of Investment and Company Administration

မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

အိုင်အက်အီးစီ မြန်မာ **ကုမ္ပဏီ လီမိတက်**

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

AND

Articles Of Association

OF

ISEC Myanmar COMPANY LIMITED

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

အိုင်အက်အီးစီ မြန်မာ **ကုမ္ပဏီ လီမိတက်**

၏

သင်းဖွဲ့မှတ်တမ်း

❖❖❖❖❖❖❖

၁။ **ကုမ္ပဏီ၏ အမည်သည်** အိုင်အက်အီးစီ **ကုမ္ပဏီ လီမိတက် ဖြစ်ပါသည်။**

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်းဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ကျပ် အမေရိကန်ဒေါ်လာ ၅,၀၀၀,၀၀၀ /-(ကျပ် အမေရိကန်ဒေါ်လာငါးသန်း တိတိ) ဖြစ်၍ငွေကျပ် ၁ ဒေါ်လာ /-(ကျပ် တစ်ဒေါ်လာ တိတိ) တန် အစုရှယ်ယာပေါင်း(၅,၀၀၀,၀၀၀)ခွဲထားပါသည်။ ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏စည်းမျဉ်းများနှင့်လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသောတရားဥပဒေအထွေထွေ ပြဋ္ဌာန်းချက်များနှင့်အညီ သင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာ ရှိစေရမည်။

၆။ ကုမ္ပဏီတည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ

၁။ အလှအပ ဝန်ဆောင်မှုလုပ်ငန်း။

၇။ ကုမ္ပဏီမှ သင့်တော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန် အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ်၊ သို့မဟုတ်၊ ငွေကြေးအဖွဲ့အစည်း ထံမှမဆို ငွေချေးယူရန်။

ခြွင်းချက်။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စုသမ္မတနိုင်ငံတော် အတွင်း၌ ဖြစ်စေ၊ အခြားမည်သည့် အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြားလုပ်ငန်း များကို လုပ်ကိုင်ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း၌ အချိန် ကာလအားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ်၊ ခွင့်ပြုထားခြင်းရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထား ရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုဝင်ထည့်ဝင်သူများ၏ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသောအစု ရှယ်ယာဦးရေ	ထိုးမြဲလက်မှတ်
1.	**ISEC Global Pte. Ltd. 101 Thomson Rd, #09-04 United Square, Singapore 307591. Represented by: Dr Lee Hung Ming 101 Thomson Rd, #09-04 United Square, Singapore 307591.**	**Malaysia A34821644**	**765,000**	
2	**Next Tier International Co., Ltd Building 16, #3/01, Myanmar ICT Park, Universities' Hlaing Campus, Hlaing Tsp, Yangon, Myanmar. Represented by: Daw Pyae Pyae Thein Building 16, #2/01, Myanmar ICT Park, Universities' Hlaing Campus, Hlaing Tsp, Yangon, Myanmar.**	**Myanmar 12/BaHaNa(N) 087699**	**495,000**	
3.	**Daw Pyae Pyae Thein Building 16, #2/01, Myanmar ICT Park, Universities' Hlaing Campus, Hlaing Tsp, Yangon, Myanmar.**	**Myanmar 12/BaHaNa(N) 087699**	**165,000**	
4.	**Daw Khin Khin Win 7, #22-103 Tanjong Pagar Plaza, Singapore 081007.**	**Singaporean E6009171B**	**75,000**	

ရန်ကုန်မြို့၊ နေ့စွဲ ၊ ၂၀၁၈ ခုနှစ် ၊ ဇွန် လ၊ ၁၈ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

U Sein Win
Certified Public Accountant
C.P.A Registration. No.495

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

အိုင်အက်အီးစီ ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖❖❖❖❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမ ဇယားပုံစံ 'က' ပါစည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့်အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ် အထိသာကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက်ငွေထည့်ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ,တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ကျပ် **အမေရိကန်ဒေါ်လာ ၅,၀၀၀,၀၀၀** /-(ကျပ်
အမေရိကန်ဒေါ်လာငါးသန်း တိတိ)ဖြစ်၍ ငွေကျပ် ၁ ဒေါ်လာ /-(ကျပ်
တစ်ဒေါ်လာ တိတိ)တန် အစုရှယ်ယာပေါင်း (၅,၀၀၀,၀၀၀) ခွဲထားပါသည်။
ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသောတရားဥပဒေပြဋ္ဌာန်းချက်များနှင့် အညီ အထွေထွေသင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်း တို့ကိုဆောင်ရွက်နိုင်သည်။

၅။ အစုရှယ်ယာ လက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့ကသတ်မှတ်သည့် အခြားပုဂ္ဂိုလ်များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏ တံဆိပ် ရိုက်နှိပ် ထုတ်ပေးရမည်။ အစုရှယ်ယာ လက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း၊ သို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်းထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာ များကအသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကို အခါအားလျော်စွာတောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာများက သတ်မှတ်သည့် အချိန်နှင့်နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက်အရစ်ကျပေးသွင်းစေခြင်း၊ သို့မဟုတ်ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (   ) ဦးထက်မနည်း (   ) ဦးထက်မများစေရ။

ပထမဒါရိုက်တာများသည် –

(၁) **ဒေါ်ပြည့်ပြည့်သိန်း**

(၂) **ဒေါ်ခင်အိအိ**

(၃) **Dr Lee Hung Ming**

(၄) **Dr Wong Jun Shyan**

(၅) **Dr Choong Yee Fong**

တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေးဂျင်းဒါရိုက်တာ အဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ညဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းကအသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (–)စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့ သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံ ဆွေးနွေးခြင်း၊ အစည်းအဝေး ရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာဦးရေသတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦးတက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့်ပြဿနာမဆိုပေါ်ပေါက်ပါကမန်နေးဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည်အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့်ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက် အကျိုးသက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲ ဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ -

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသောမည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။

(၂) သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့် ငွေကြေးများကိုချေးငှားရန်သို့မဟုတ်အဆိုပါချေးငှားသော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိနှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါ အစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့် ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ အနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသော အာမခံစာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍ သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများ တောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကိုအမြဲတမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက်လည်းကောင်း အဆိုပါ ပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ်ရာ၌လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့အပြင် အဆိုပါကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကို ဖြစ်စေ၊ တစ်စိတ်တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်း ဒါရိုက်တာ၊ အထွေထွေမန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသောစည်းကမ်းများဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီကပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်း လိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများအတွက် ပြေစာများ ပြုလုပ် ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီး မဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ကိုယ်စား ဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ ထပ်ဆင့် လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ်ခြင်းများ၊ ကန်ထရိုက် စာချုပ်များနှင့်စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ် ရေးထိုးခွင့်ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော် လျောက်ပတ်သောနည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေး စိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်။ အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင်သော တူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသော မည်သည့်အရာရှိသို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျဆောင်ရွက်ခဲ့သည့်လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေး ခြင်းများ ပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ၊ အမြတ်များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှတ်ရန်။

(၁၇) ဤကုမ္ပဏီ၏လုပ်ငန်းများ၊ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်း များ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန် အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း ၎င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကိုကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက် မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်းမရှိလျှင် ထုတ်ဝေထားသည့် မ,တည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန်အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင်အစုရှင်အရေအတွက် နှစ်ဦးတည်းသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သံသည့် အရေအတွက် ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ်အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေမပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်း ပြည့်မီသူပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည်ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကဲ့သို့သော ဥာဏ်ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ ရငွေ၊သုံးငွေများ၏ ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများ ဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံး သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေ ဖြစ်ရမည်။

နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသော စာကို စာတိုက်ခ ကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်မူ ပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများကကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှတစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင်တည်ဆဲဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များအတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

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အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည့် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုဝင်ထည့်ဝင်သူများ၏ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့်အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသောအစု ရှယ်ယာဦးရေ	ထိုးမြဲလက်မှတ်
1.	**ISEC Global Pte. Ltd.** **101 Thomson Rd, #09-04 United Square, Singapore 307591.** **Represented by:** **Dr Lee Hung Ming** **101 Thomson Rd, #09-04 United Square, Singapore 307591.**	**Malaysia** **A34821644**	**765,000**	
2	**Next Tier International Co., Ltd** **Building 16, #3/01, Myanmar ICT Park, Universities' Hlaing Campus, Hlaing Tsp, Yangon, Myanmar.** **Represented by:** **Daw Pyae Pyae Thein** **Building 16, #2/01, Myanmar ICT Park, Universities' Hlaing Campus, Hlaing Tsp, Yangon, Myanmar.**	**Myanmar** **12/BaHaNa(N)** **087699**	**495,000**	
3.	**Daw Pyae Pyae Thein** **Building 16, #2/01, Myanmar ICT Park, Universities' Hlaing Campus, Hlaing Tsp, Yangon, Myanmar.**	**Myanmar** **12/BaHaNa(N)** **087699**	**165,000**	
4.	**Daw Khin Khin Win** **7, #22-103 Tanjong Pagar Plaza, Singapore 081007.**	**Singaporean** **E6009171B**	**75,000**	

ရန်ကုန်မြို့၊ နေ့စွဲ ၊ ၂၀၁၈ ခုနှစ် ၊ ဇွန် လ၊ ၁၈ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

U Sein Win
Certified Public Accountant
C.P.A Registration. No.495

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

ISEC Myanmar COMPANY LIMITED

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I. The name of the Company is **ISEC Myanmar** COMPANY LIMITED.

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorised capital of the Company is Ks. **USD 5,000,000**/- (Kyats **United State Dollars Five Million** Only) divided into (**5,000,000**) shares of Ks. **USD 1** /- (Kyats **One Dollar** Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

6. The Objective For Which The company is established are

1. Beauty services

7. To borrow money for the benefit of the Company's business from any person, firm,company, bank or financial organization in the manner that the Company shall think fit.

PROVISO: Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere,save in so for as it may be entitled so as to do in accordance with the Laws,Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for the time being in force.

We, the several persons, whose names nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No	Number of shares taken	Signatures
1.	ISEC Global Pte. Ltd. 101 Thomson Rd, #09-04 United Square, Singapore 307591. Represented by: Dr Lee Hung Ming 101 Thomson Rd, #09-04 United Square, Singapore 307591.	Malaysia A34821644	765,000	
2	Next Tier International Co., Ltd Building 16, #3/01, Myanmar ICT Park, Universities' Hlaing Campus, Hlaing Tsp, Yangon, Myanmar. Represented by: Daw Pyae Pyae Thein Building 16, #2/01, Myanmar ICT Park, Universities' Hlaing Campus, Hlaing Tsp, Yangon, Myanmar.	Myanmar 12/BaHaNa(N) 087699	495,000	
3.	Daw Pyae Pyae Thein Building 16, #2/01, Myanmar ICT Park, Universities' Hlaing Campus, Hlaing Tsp, Yangon, Myanmar.	Myanmar 12/BaHaNa(N) 087699	165,000	
4.	Daw Khin Khin Win 7, #22-103 Tanjong Pagar Plaza, Singapore 081007.	Singaporean E6009171B	75,000	

Yangon Dated 18 **the day of** June **, 2018**

It is hereby certified that the persons mentioned above put their signatures in my presence.

U Sein Win
Certified Public Accountant
C.P.A Registration. No.495

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

ISEC Myanmar COMPANY LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

1. The regulations contained in Table 'A'in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect: -

   (a) The mumber of the Company , exclusive of persons who are in the employment of the Company, shall be limited to fifty.

   (b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

3. The authorised capital of the Company is Ks. **USD 5,000,000**/- (Kyats **United State Dollars Five Million** Only) divided into (**5,000,000**) shares of Ks. **USD 1** /- (Kyats **Oen Dollar** Only) each, with power in General Meeting either to increase, reduce or alter such capital form time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than ( ) and more than ( ).

The First Directors shall be: -

(1) **Daw Pyae Pyae Thein**
(2)**Daw Khin Ei Ei**
(3) **Dr Lee Hung Ming**
(4)**Dr Wong Jun Shyan**
(5)**Dr Choong Yee Fong**

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debenures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, convenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-

(1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;

(2) all sales and purchases of goods by the Company;

(3) all assets and liabilities of the Company.

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors perviously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Driector, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

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We, the several persons, whose names nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No	Number of shares taken	Signatures
1.	ISEC Global Pte. Ltd. 101 Thomson Rd, #09-04 United Square, Singapore 307591. Represented by: Dr Lee Hung Ming 101 Thomson Rd, #09-04 United Square, Singapore 307591.	Malaysia A34821644	765,000	(signed)
2	Next Tier International Co., Ltd Building 16, #3/01, Myanmar ICT Park, Universities' Hlaing Campus, Hlaing Tsp, Yangon, Myanmar. Represented by: Daw Pyae Pyae Thein Building 16, #2/01, Myanmar ICT Park, Universities' Hlaing Campus, Hlaing Tsp, Yangon, Myanmar.	Myanmar 12/BaHaNa(N) 087699	495,000	(signed)
3.	Daw Pyae Pyae Thein Building 16, #2/01, Myanmar ICT Park, Universities' Hlaing Campus, Hlaing Tsp, Yangon, Myanmar.	Myanmar 12/BaHaNa(N) 087699	165,000	(signed)
4.	Daw Khin Khin Win 7, #22-103 Tanjong Pagar Plaza, Singapore 081007.	Singaporean E6009171B	75,000	(signed)

Yangon Dated 18 **the day of** June **, 2018.**

It is hereby certified that the persons mentioned above put their signatures in my presence.

U Sein Win
Certified Public Accountant
C.P.A Registration. No.495

DIRECTORATE OF INVESTMENT AND COMPANY ADMINISTRATION (/en)

Myanmar Companies Online (MyCO)

English (/Corp/EntityProfile.aspx?id=c3101379-8c00-4b5c-9899-8a66a04e256d&lang=en-US) | မြန်မာ (/Corp/EntityProfile.aspx?id=c3101379-8c00-4b5c-9899-8a66a04e256d&lang=my-MM)

COMPANY PROFILE

REQUEST COMPANY AUTHORITY | PRINT CERTIFICATE

Company Name (English)

ISEC MYANMAR COMPANY LIMITED

Company Name (Myanmar)

Registration Number

100097516

Registration Date

08/08/2018

Company Type

Private Company Limited by Shares

Status

Registered

Foreign Company

Yes

Small Company

No

FILING HISTORY (../FormControls/#CompanyProfileTabFilingHistory)

ADDRESSES (../FormControls/#CompanyProfileTabDetails)

OFFICERS (../FormControls/#CompanyProfileTabDirectors)

SHAREHOLDINGS (../FormControls/#CompanyProfileTabShares)

COMPANY AUTHORITY (../FormControls/#CompanyProfileTabEntityAuthority)

MEMBERS (../FormControls/#CompanyProfileTabMembers)

ATTACHMENTS (../FormControls/#CompanyProfileTabDocuments)

Document No.	Form/Filing Type	Filing Date	Effective Date
10033860019	Application for re-registration of a private company limited by shares	08/08/2018	

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Registered Office	Myanmar ICT Park Building 16,#3-01 Universities' Hlaing Campus, Hlaing Township, Yangon, Myanmar
Principal Place Of Business	

Principal Activity

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Name	Type	Nationality	N.R.C. (For Myanmar Citizens)
CHOONG YEE FONG	Director	Malaysia	A31997361
PYAE PYAE THEIN	Director	Myanmar	12/BAHANA(N)087699
LEE HUNG MING	Director	Malaysia	A34821644
KHIN EI EI	Director	Myanmar	1/MAKATA(N)002370
WONG JUN SHYAN	Director	Malaysia	A36669817

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Total Shares Issued by Company

28500

Currency of Share Capital

USD

ULTIMATE HOLDING COMPANY

Company Name

Registration Number

Jurisdiction of Incorporation

SHARE CAPITAL STRUCTURE

Share Class	Class Title	Total No. Shares	Total Amount Paid	Total Amount Unpaid
ORD		28500	28500	0

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Account Number	Account Name	Status	Request Date	Au St
100236686 (/corp /entityauthority.aspx?requestid=12987)	Poe Nge	Active	07/08/2018	0

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Name	Nationality	N.R.C / Passport Number
KHIN KHIN WIN	Singapore	E6009171B
NEXT TIER INTERNATIONAL CO.,LTD		
PYAE PYAE THEIN	Myanmar	12/BAHANA(N)087699
ISEC GLOBAL PTE. LTD		

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Full Name in English

KHIN KHIN WIN

Full Name in Myanmar

Nationality

Singapore

N.R.C (for Myanmar citizens)/Passport(for foreign individuals)

E6009171B

Other Nationalities, if applicable

Gender

Date of Birth

15/10/1962

Phone

Email address

Address

7
#22-103
Tanjong Pagar Plaza, Singapore , Singapore

Shareholdings

Share Class	Class Description	Total No. Shares	Total Amount Paid	Total Amount Unpaid
ORD		1,425	1,425	0

Full Name in English
NEXT TIER INTERNATIONAL CO.,LTD
Full Name in Myanmar

Nationality
N.R.C (for Myanmar citizens)/Passport(for foreign individuals)

Other Nationalities, if applicable

Gender
Date of Birth

Phone
Email address

Address
Myanmar ICT Park
Building 16, #3-01
Universities' Hlaing Campus, Hlaing Township, Yangon, Myanmar

Shareholdings

Share Class	Class Description	Total No. Shares	Total Amount Paid	Total Amount Unpaid
ORD		9,405	9,405	0

Full Name in English

PYAE PYAE THEIN

Full Name in Myanmar

Nationality

Myanmar

N.R.C (for Myanmar citizens)/Passport(for foreign individuals)

12/BAHANA(N)087699

Other Nationalities, if applicable

Gender

Date of Birth

01/07/1982

Phone

Email address

Address

Myanmar ICT Park
Building 16,#2/01
Universities' Hlaing Campus, Hlaing Township, Yangon, Myanmar

Shareholdings

Share Class	Class Description	Total No. Shares	Total Amount Paid	Total Amount Unpaid
ORD		3,135	3,135	0

Type	Date
Copy of Officers ID's	08/08/2018
Company Constitution	08/08/2018

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Full Name in English
ISEC GLOBAL PTE. LTD
Full Name in Myanmar

Nationality
N.R.C (for Myanmar citizens)/Passport(for foreign individuals)

Other Nationalities, if applicable

Gender
Date of Birth

Phone
Email address

Address
101 Thomsan
#09-04 United Square
United Square, Singapore, Singapore

Shareholdings

Share Class	Class Description	Total No. Shares	Total Amount Paid	Total Amount Unpaid
ORD		14,535	14,535	0